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Equity Pleader's

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ASSISTANT.

CONTAINING

A great Variety of PRECEDENTS, of

Bills.
Answers.

| Pleas.
| Replications.

| Demurrers.
| Decrees.

and Interrogatories.

METHODICALLY ARRANGED.

TO WHICH IS ADDED,

READINGS AND OBSERVATIONS,

UNDER EACH RESPECTIVE HEAD.

BY

Maynard Chamberlain Walker
IN TWO VOLUMES.

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Demurrers.

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PLEAS and ANSWERS.

*The Defendant pleads several Outlawries after Judgment
in Bar to the Complainant's Bill.*

THE said defendant not confessing or acknowledging all or any of the matters in the complainant's said bill contained to be true in such manner and form as the same are therein declared and set forth, for plea thereunto, saith, that the complainant now is, and standeth a person outlawed in several actions, and so is, and standeth disabled by the laws of this realm to sue or commence any suit or suits in this honorable court, or in any other court, until the same outlawries are reversed; for he saith, that on Monday next after the feast of St. John the Bap̄tist, in the twenty-third year of his present majesty's reign that now is, the complainant was outlawed after judgment in the suit of C. D. in an action of debt. And on Monday next before the feast of the conversion of St. Paul, in the twelfth year of his said majesty's reign, the said complainant was likewise outlawed after judgment in an action of debt at the suit of B. E. and on the tenth day of June, in the twenty-second year of his majesty's reign that now is, the complainant was likewise outlawed after judgment in an action of debt, at the suit of H. A. and on Monday next before the feast of St. Matthew, in the twenty-third year of his said majesty's reign that now is, the said complainant was likewise outlawed after judgment in an action of debt, at the suit of C. D. and on the second day of November, in the fifteenth year of his said majesty's

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reign that now is, the said complainant was likewise outlawed after judgment in an action of debt, at the suit of H. J. and on monday next before the feast of St. Martin, in the year of our Lord, one thousand seven hundred and eighty nine, the said complainant was likewise outlawed after judgment in an action of debt, at the suit of B. R. and others; and on the second day of November, in the fifteenth year of his said majesty's reign that now is, the said complainant was likewise outlawed after judgment in an action of debt, at the suit of M. I. spinster; and on Monday next, before the feast of St. Michael, in the year of our Lord, one thousand seven hundred and eighty seven, the said complainant was likewise outlawed after judgment in an action of debt, at the suit of C. D. and on the third day of October, in the twenty-fourth year of the reign of his said majesty that now is, the said complainant was likewise outlawed after judgment in an action of debt, at the suit of W. C. as by the said several outlawries *sub pede sigilli* hereunto annexed may appear, which said outlawries as yet do stand unreversed. And this defendant doth aver, that the said R. F. complainant named in the said bill of complaint, and the said R. F. named in the said several writs of *Capias Utlaragatum* hereunto annexed, is one and the same person, and not divers and several: and therefore this defendant doth demand judgment whether or no he shall be compelled to make any other or further answer to the complainant's bill of complaint, so long as the said outlawries do stand in force against the complainant and not reversed.

The Defendant, as Heir at Law, pleads in Bar to the Complainant's Bill a Deed of Purchase by his Father in Fee-simple from G. E. with Fine and Proclamations duly levied, and that his Father being so seized, made a Jointure of the Premises to his Mother with Remainder over, who enjoyed the same for her Life, after whose death the same descended to him as Heir at Law by virtue of the Deed of Settlement; and that his Title is under a Purchaser for a valuable consideration, and paramount to the Title the Complainant makes by his Bill.



THE said defendant by protestation not confessing or acknowledging all or any, &c. for and by way of plea thereunto this defendant saith, that H. A. this defendant's late father, having for several years been tenant to G. E. of the messuages and tenements in the bill mentioned, did purchase of the said G. E. the fee-simple or inheritance of the same; and that he the said G. E. did by deed and fine, with proclamations duly levied and had, and executed in the year of our Lord, one thousand seven hundred and ninety, for a valuable consideration, being the sum of one thousand pounds to him paid, grant and convey the said messuages in the complainant's bill of complaint mentioned, to the said H. A. and his heirs and assigns for ever; by virtue whereof the said H. A. of the said messuage or tenements and premises, was in the possession thereof; and being so seized, he the said H. A. in the year of our Lord, one thousand seven hundred and ninety one, by good conveyance and assurance in the law duly executed, settled the same upon his then wife for her life for her jointure, with several remainders over, as by the said fine and conveyances, relation being thereunto had, may appear; and in or about the year of our Lord, one thousand seven hundred and ninety two, the said H. A. did erect and build, or cause to be erected and built on part of the purchased premises, three more houses or tenements, wherein he expended a considerable sum

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sum of money; and the said H. A. quietly enjoyed the said messuages or tenements and premises during his life, and after his death the same was enjoyed by his said wife as her jointure, during her life, who died about May last past, after whose death the same descended and came to this defendant by virtue of the said deed or settlement; by virtue of which conveyance made in one thousand seven hundred and ninety one, and as son and heir of his father, this defendant claims and makes title to the premises, and is become seized and in full possession thereof; and therefore his title to the premises being under a purchaser really and *bona fide* and paramount to the title the complainant makes by his bill, this defendant doth rely thereupon; all which this defendant doth aver, and is ready to prove as this honorable court shall award: wherefore this defendant pleads the said title, and the purchase and settlement, and the fine and proclamations and matters aforesaid in bar of the complainant's said bill, and of the discovery and relief thereby prayed; and humbly demands the judgment of this honorable court, whether he this defendant, being under a purchaser for a valuable consideration as aforesaid, paramount to the complainant's pretended title set forth in his bill, shall be compelled to make any answer to the said complainant's bill; and humbly prays to be hence dismissed, &c.

The Defendant pleads the Statute of Limitations in Bar to the Complainant's Bill brought against him for Fees.

THE said defendant by protestation not confessing or acknowledging all or any of the matters or things in the complainant's bill of complaint contained to be true, in such manner and form as they are therein set forth and declared, for plea thereunto saith, by an act of parliament held at Westminster, in the county of Middlesex, in the twenty-first of king James the first, for limitations of actions, and for avoiding of suits in law;
it

it was thereby enacted, that all actions of trespass, *quare clausum fregit*, all actions of trespass, detinue, actions *sur trover* and repliven, for taking away of goods and chattels, all actions of accounts, and upon the case, other than such accounts that concern the trade of merchandize between merchant and merchant, their factors or servants, all actions of debt grounded upon lending or contract without specialty, all actions of debt for arrearages of rent, and all actions of assault, menace, battery, wounding or imprisonment, or any of them which shall be sued or brought at any time after the end of that session of parliament, should be commenced and sued within the time and limitation in the same expressed, that is to say, the said actions on the case (other than for slander) and the said actions for account, and the said actions for debt, trespass and detinue of goods, and repliven of goods and chattels, and the said actions of trespass, *quare clausum fregit* within three years after that session of parliament, or within six years next after the cause of such actions and suits, and not afterwards, and the said actions of trespass of assault, battery, wounding, imprisonment or any of them, within one year after the end of that present session of parliament, or within four years next after the cause of such actions or suits, and not after; and the said actions of the case for words within one year next after the end of that present session of parliament, and within two years after the words spoken and not after; and now forasmuch as the scope of the complainant's bill is to have a debt of seven pounds six shillings and ten pounds, which as he pretends was due to him for fees, and money laid out and expended in the soliciting and managing of the suit or cause in the bill mentioned for the said defendant, in the year of our Lord, one thousand seven hundred and ninety three, and five pounds that the said defendant promised in the said year to give him, for his extraordinary care and pains in the managing of the said cause, which said debt contracted and gift promised by the defendant to the complainant, being a debt and gift promised in the said year one thousand seven hundred and ninety three, as by the complainant's bill is alledged, and by his own shewing is more than eight years past since the said debt contracted and the said gift promised; and the same not relating to any merchants accounts, their servants or factors, and no suit having been commenced within the time of the said act

act of parliament, limited by the said complainant against the defendant for the said money in the bill mentioned, or any part thereof, this defendant by his counsel is advised, that the said suit for the said debt and promise for the said gift, is barred by the said act of parliament, and that the complainant ought not to be relieved for the same; and therefore this defendant doth plead the said act of parliament in bar to the said complainant's demands, and humbly prays the judgment of this honorable court, whether he shall be compelled to make any farther or other answer to the said complainant's bill of complaint; and humbly prays to be hence dismissed, with his reasonable costs and charges in this behalf wrongfully and without just cause sustained.

A Plea to the Jurisdiction of the Court.

THE said defendant by protestation, not confessing or acknowledging any the matters or things in and by the said bill of complaint set forth and alledged to be true, saying, that the tenements and lands, with their appurtenance, mentioned in the said bill, concerning the title whereof the said bill is exhibited into this honorable court, are situate, and do lie within the parish of D. in the said county of W. for plea thereunto saith, that the said county of W. as this defendant is informed, is and hath been time out of mind of any one to the contrary, a county palatine, and that as well the said tenements, lands and premises, as all other lands within the said county palatine, or belonging thereunto, and all actions and suits at common law, or in equity, by reason of the premises, or any parcel thereof, have been, or ought to have been impleaded, by all the time aforesaid, and yet are impleadable in the courts of the said county palatine, before the chancellor or judges there, for the time being, within the said county palatine, and not elsewhere. And therefore humbly prays the judgment of this honorable court, if this court will hold

hold plea upon, and enforce this defendant to answer to the said bill exhibited by the complainant, for the cause aforesaid; wherein the said defendant doth submit himself to the order and direction of this honorable court.

An Outlawry pleaded in Bar to the Complainant's Bill.

THE said defendant by protestation, &c. and for that this defendant conceiveth that the complainant hath exhibited his bill against this defendant vexatiously, rather to put this defendant to charge and expences, than for any just and equitable cause; for plea thereunto saith, that the said complainant stands outlawed at the suit of P. G. in a plea of debt, as appears by a writ of *capias utlegatum* under seal, hereunto annexed. And this defendant doth and will aver and maintain, that the said outlawry remains in its full force unreversed, and not annihilated. And that the said complainant A. D. so outlawed, and the said A. D. the now complainant, is one and the same person, and not another and divers; therefore this defendant doth humbly crave the judgment of this honorable court, whether he this defendant shall be compelled to answer the said bill of complaint, until the said complainant hath reversed the said outlawry, and become a person of ability, and capable to exhibit any such bill of complaint against this defendant, and in the mean time prays to be hence dismissed, with his reasonable costs and charges in this behalf wrongfully, &c.

Defendant pleads a Release in Bar to the Complainant's Bill.

BY protestation, &c. by way of plea saith, that since the complainant's exhibiting the bill of complaint into this honorable court, that is to say, the twenty third day of September, one thousand seven hundred and ninety five,

five, the complainant by a release by him signed, sealed and delivered, bearing date the tenth day of October, in the said year one thousand seven hundred and ninety five, and ready to be produced to this honorable court, as this honorable court shall award, did for himself, his executors and administrators, remise, release, and for ever quit claim unto this defendant, his executors and administrators, all and all manner of actions, cause and causes of action, suits, debts, dues, accounts, reckonings, sum and sums of money, bonds, bills, specialties, judgments, executions, trespasses, quarrels, controversies and demands whatsoever, which the complainant, his executors or administrators, then had, or hereafter might or could have, challenge, claim or demand against this defendant, his executors or administrators, for or by reason or means of any matter, cause or thing whatsoever, from the beginning of the world, until the day of the date of the said release; for which cause this defendant humbly demands the judgment of this honorable court, whether he this defendant shall be compelled to make any farther or other answer to the complainant's bill, &c.

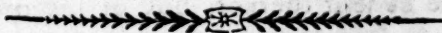
The Defendant pleads the Statute of Limitations for Goods sold and delivered.

THIS defendant now and at all times hereafter, saving to himself, &c. for plea hereunto saith, that what goods, wares and merchandizes were by the complainant sold and delivered to the defendant, mentioned in the complainant's said bill, were sold and delivered above six years before this defendant was served with any process of this court to answer the said bill. And that if the complainant had any cause of action against the defendant, for or concerning any the matters in the said bill mentioned, which this defendant doth in no sort admit, the same did accrew or rise above six years before the filing of the said bill, or serving this defendant with process; nor did

did this defendant at any time within six years, promise or agree to come to any account, or pay the complainant any monies for any goods, wares or merchandizes, pretended to be sold and delivered by the complainant to this defendant, or by him this defendant had or received, or for any of the complainant's pretended demands in the bill mentioned. And therefore this defendant doth plead the act of parliament made in the twenty first year of the reign of king James the first; and prays the benefit of the said act of parliament for limitation of actions. All which matters this defendant pleadeth in bar of the complainant's said bill, and of the complainant's pretended demands by his bill aforesaid, for which he seeks to be relieved, and in bar of the said bill; and this defendant prays to be hence dismissed, with his reasonable costs and charges in this behalf wrongfully sustained.



The Defendant pleads a former Bill depending for the same Matters in Bar, to the Complainant's Bill.



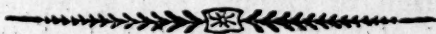
THIS defendant by protestation, not confessing or acknowledging all or any of the matters in the complainant's said bill contained to be true, in such manner and form as the same are therein declared and set forth; for plea thereunto saith, that the said complainant in Trinity term, which was in the year of our Lord God, one thousand seven hundred and eighty seven, did exhibit his bill into this honorable court, to have an account of money raised, had and received out of the rents, issues and profits of the premises, in the bill mentioned, by his guardian, during the minority of the complainant, against this defendant, in the same manner and form, and for the same matters, and to the same effect, as he doth now by this his bill. To which first bill this defendant did put in his answer, and the complainant thereunto replied, and witnesses were examined on both sides, and their depositions

ons duly published; and the said former bill is still depending in this honorable court, and the said cause undetermined; and therefore this defendant doth plead the said former bill, answer and proceedings, in bar to the said complainant's now bill; and humbly prays the judgment of this court, whether he shall be compelled to make any further or other answer thereunto.

The Defendant answers to Part, pleads a Purchase for a valuable Consideration to other Part of the Matters in the Bill, and disclaims as to the Residue.

THIS defendant saving to himself, &c. for answer saith, it may be true, that E. M. in the bill named, did lend such a sum of money to D. W. in his life-time, in the bill named, and for security of the repayment thereof, had such deed by way of mortgage granted to him, as in the said bill is set forth, and that the complainant is well entitled to the benefit thereof, but of his own knowledge knoweth not of such mortgage made by the said D. W. in his life-time, and denieth all combination and confederacy, &c. And as to the residue of the bill of complaint, this defendant by protestation, not confessing, &c. As to the messuage or tenement in the said bill mentioned, situate and being in the parish of T. with the lands and appurtenances thereunto belonging, in the bill of complaint mentioned to be in the possession of this defendant or his assigns; for plea saith, that he this defendant is a purchaser of the said tenement, with the appurtenances and premises, for a valuable consideration in money, really and *bona fide* paid to the said D. W. in his life-time, without the notice of the complainant's pretended title in the bill mentioned; and that the said D. W. hath by good and sufficient conveyances in the law, as this defendant is advised, conveyed the same to this defendant and his heirs absolutely, without any manner of condition, proviso or power of redemption whatsoever. All which matters and things he this defendant

defendant is ready to aver and prove as this honorable court shall award, and humbly pleads the same in bar to so much of the said complainant's said bill of complaint, as this defendant hath not herein before answered; and humbly prays the judgment of this honorable court, whether he ought to set forth the date and contents of his deed of purchase, or the effects thereof, whereby to enable the complainant to inspect this defendant's title to the purchased premises. And as to all other the lands and tenements in the complainant's said bill of complaint mentioned, other than what he this defendant hath pleaded unto as aforesaid, he this defendant disclaimeth all right and title thereunto, and knows nothing thereof, without that, &c.



The Defendant pleads several Conveyances, Fines, and a Decree of this Court, in Bar to the Complainant's Bill.



THE said defendant by protestation, not confessing or acknowledging all or any the matters or things in the complainant's said bill contained to be true, in such sort, manner and form as the same are therein and thereby set forth and alledged; and so much of the said bills as seek to make subject to the complainant's judgment in the bill mentioned, the manor of C. and other lands and premises mentioned in the said bill, to be lying within the county of M. and other the manors and lands named in the decree herein after mentioned; or that endeavours to make the said lands and premises liable to the judgment alledged to be entered into by G. T. the defendant's father in the bill named, unto J. T. in trust for B. J. in the bill named: these defendants for and by way of plea say, that H. T. deceased, late grandfather of this defendant H. T. did by his last will and testament in writing, bearing date on or about the tenth day of April, one thousand seven hundred and eighty nine, (amongst other things)

give

give and bequeath unto the defendant H. T. five thousand five hundred pounds, and to E. this defendant's sister, five hundred pounds, and unto A. G. another of his grandchildren, five thousand five hundred pounds, and to E. G. his sister, five hundred pounds, the said sums to be paid unto this defendant and the said other legatees, at the respective ages of one and twenty years, or days of marriage, which should first happen, and in the mean time to be employed by the executors of the said will for the best advantage of the said respective legatees; and of his said will made the said G. T. and F. his then wife, this defendant's father and mother, executors, and shortly after died; after whose death the said executors proved the said will, and took upon them the execution thereof; and the said G. T. knowing he was to secure the said legacies to this defendant H. T. and the other legatees, and R. S. citizen of Dublin, and K. H. of Drumdeer, in the county of Cork, being seized of the manor of C. and divers lands thereunto belonging, in trust for Q. S. and the lady A. his wife, one of the daughters of the right honorable W. late earl of L. by virtue of an indenture of bargain and sale inrolled in this honorable court, and bearing date on or about the twelfth day of June, in the year of our Lord, one thousand seven hundred and eighty seven, made between the right honorable J. earl of L. of the one part, and the said Q. S. and the lady A. his wife, R. S. and K. H. of the other part; and the said G. T. having contracted and agreed with the said Q. S. for the purchase of the said manor of C. and lands thereunto belonging, by indenture tripartite, bearing date on or about the ninth day of April, one thousand seven hundred and ninety one, made between the said Q. S. and the lady A. his wife, R. S. and K. H. of the first part, the said G. T. of the second part, and A. B. and D. O. of the third part; the said R. S. and K. H. by the appointment and at the request of the said Q. S. and A. his wife, did demise, grant, bargain and sell, unto the said A. B. and D. O. their executors, administrators and assigns, the said manor of C. with the appurtenances, and all their lands, tenements and hereditaments whatsoever in C. and all messuages, mills, lands, tenements and hereditaments whatsoever, meadows, pastures, commons, wastes, woods, under-woods, fishings, warrens, rents, services, reliefs, herriots, amerciements, court-leets, profits of courts, waifs, estrays, franchises and privileges

privileges, and appurtenances whatsoever to the said manor belonging or appertaining. **TO HAVE AND TO HOLD** to the said A. B. and D. O. their executors, administrators and assigns, from the date of the said indenture, for and during, and unto the full end and term of three hundred years, under a proviso, to be void if the said G. T. his heirs, executors, administrators or assigns, should pay or cause to be paid unto the said R. S. and K. H. or either of them, their executors, administrators or assigns, the sum of two thousand and twenty six pounds thirteen shillings, of lawful money of Ireland, on the sixteenth day of May then next, or to the same effect, as in and by the said indenture, relation being thereunto had, more at large appeareth. And these defendants for farther plea say, that the said two thousand and twenty six pounds thirteen shillings was not paid to the said R. S. and K. H. according to the said proviso, whereby the said estate and term of three hundred years became absolute in the said R. S. and K. H. and the same, by several conveyances and mesne assignments, is since come into and vested in S. R. of Donybrook, in the county of Dublin, in trust for this defendant C. F. and to protect his purchase of the premises herein after mentioned, as in and by the several conveyances and assignments purporting the same effect, relation being thereunto had, more at large appeareth: and by indenture of lease and release, bearing date on or about the eighth and ninth days of August, in the year of our Lord, one thousand seven hundred and ninety, and fine thereupon levied, they the said Q. S. and also the said J. earl of L. R. S. and K. H. at the request and by the direction of the said Q. S. and the lady A. his wife, did grant, alien, release and confirm unto the said G. T. his heirs and assigns, the said manor of C. with all and singular the appurtenances, and all messuages, lands, tenements, mills, meadows, pastures and privileges whatsoever thereunto belonging: **TO HAVE AND TO HOLD** unto the said G. T. his heirs and assigns for ever, or to that effect, as in and by the said indenture, relation being thereunto had, more at large appeareth. And these defendants for farther plea say, that by indenture tripartite, bearing date on or about the tenth day of March, in the year of our Lord, one thousand seven hundred and ninety two, made between the said G. T. of the first part, H. M. widow of the second part, O. N. and V. W. of the third part; in consideration of a marriage intended
to

to be had and solemnized between the said G. T. and H. M. and in consideration of one thousand pounds, part of the marriage portion of the said H. and for divers other causes and considerations, the said G. T. did covenant, before the end of Easter term then next to levy a fine, unto the said O. N. and V. W. and their heirs, or the heirs of one of them, and which was levied accordingly, of the said manor of C. and premises, to the use of G. T. for and during the term of threescore years, if he lived so long, and after the expiration or other sooner determination of the said term, to the use of the said O. N. and V. W. and their heirs, during the life of the said G. T. upon trust to preserve contingent remainders, and from and after his death, then to the only use and behoof of the said H. and her assigns, for and during the term of her natural life, for her jointure, with other remainders over, as in and by the said indenture and fine, relation being thereunto had, more at large appeareth. And these defendants for farther plea say, that afterwards, in or about July, one thousand seven hundred and ninety three, the said G. T. and his said wife, for a valuable consideration, by deed and fine duly levied and executed, conveyed the said manor and premises to J. P. and G. P. for the term of two thousand years, under a proviso of being void on payment of two thousand pounds and interest, as in and by the said deeds and fine, relation being thereunto had, more at large appeareth. And the defendant H. T. for further plea saith, that the said G. T. having also, with part of the estate of the said H. T. purchased in the names of G. J. and E. J. the manor of M. in the county of W. with the appurtenances; and the said G. T. being seized of the manor, or reputed manor of N. with the appurtenances, in the county of K. and a messuage or tenement with several lands thereunto belonging, in B. in the county of W. by indenture bearing date on or about the ninth day of April, in the year of our Lord, one thousand seven hundred and eighty; made between the said G. J. E. J. and G. T. of the one part, A. R. T. T. and W. V. of the other part, the said G. J. and E. J. by the consent and appointment of the said G. T. as well for and in performance of a certain decree made in this honorable court, the eighth day of September, one thousand seven hundred and eighty one, in a cause there then depending between the said R. G. A. G. and E. G. children of the said

saïd R. G. complainants, and the saïd G. T. defendant, and for other the considerations therein mentioned, did grant, bargain, sell, alien, enfeof and confirm unto the saïd R. G. and T. T. their heirs and assigns for ever, the saïd manor or lordship of M. with the appurtenances, and all and singular messuages, mills, dove-houses, orchards, meadows, lands. rents, reversions, services, profits of courts, privileges, profits, commodities and hereditaments whatsoever, to the saïd manor belonging, and the advowson of the rectory and church of E. together with a messuage, a hundred acres of land, twenty acres of meadow, fifty acres of pasture, and fifteen acres of wood, in P. or M. or either of them (except as in the saïd deed is excepted) and also all the manor or reputed manor of N. with the appurtenances, with all and singular the messuages, lands, tenements and hereditaments whatsoever, thereunto belonging, and also the saïd messuage and tenements in B. with all lands, meadows and hereditaments thereunto belonging; **TO HAVE AND TO HOLD** the saïd manors, messuages, lands and premises unto the saïd R. G. and T. T. their heirs and assigns, to the only use and behoof of them, their heirs and assigns, in trust for the respective benefit of the saïd A. G. and E. G. son and daughter of the saïd R. G. and for securing unto them such legacies as were bequeathed unto them by their saïd grandfather H. T. deceased, under a proviso nevertheless, that if the saïd G. T. his heirs, executors, administrators or assigns, or any of them, paid unto the saïd A. G. and E. G. such sums of money yearly, until they attained their ages of twenty one years, or should be married, as in the saïd deed are mentioned; and should also pay unto the saïd A. G. at such time as he should attain his full age of twenty one years, or day of marriage, which should first happen, the sum of five thousand five hundred pounds, and unto the saïd E. G. at her age of twenty one years or day of marriage, which should first happen, the sum of five hundred pounds, or in case the saïd A. G. died before his saïd age of twenty one years, or marriage, then the sum of one thousand pounds to the saïd E. being for the legacies given them by the last will and testament of the saïd H. T. that then the saïd deed to be void, or to that effect, as in and by the saïd deed, relation being thereunto had, more at large appeareth. And this defendant for further plea saith, that in or about Trinity term, one thousand seven hundred
and

and eighty six, he did exhibit his bill in this honorable court against the said T. and D. his wife, O. N. V. W. and E. his wife, Q. S. R. G. A. G. W. V. H. T. G. P. J. P. D. O. and others, thereby setting forth the will of the said H. T. and that the said G. T. knowing he was to secure this defendant's said legacy of five thousand five hundred pounds, did purchase the said manor of C. and other lands of the earl of L. and took the conveyances in trust for this defendant, and often so declared, and ought to be conveyed to this defendant, towards satisfaction of his said legacy and interest, he having not received any part thereof: and this defendant prayed by his said bill a discovery of what estates or title the defendant claimed to the said manor of C. and other the premises in the bill mentioned, and from whom, and what debts, legacies or other demands they claimed from the said G. T. and that this defendant might be paid his said legacy and interest; to which bill the said then defendant put in several answers, and this defendant replied, and issue being joined, divers witnesses were examined, and publication duly passed, and the said cause coming to a hearing in this court on the thirteenth day of March, in the twenty-second year of his now majesty's reign, and in the presence of counsel learned on all sides; the court after a long debate of the matter, and hearing what was alledged by the counsel learned on all sides, and reading the proofs taken in the cause, the points chiefly insisted on between this defendant and the said B. and M. G. as to the manor of C. being, which should have the redemption thereof, and whether the said judgment entered into to C. could attach the said manor, it being full in proof, that the said manor was purchased with the money raised out of the said H. T.'s estate, and declared by the said G. T. at several times to be purchased with this defendant's legacy, and with an intent for the security thereof, and for his use and benefit: his lordship therefore held it reasonable that this defendant, whose interest was much the greater, ought to be admitted to the redemption thereof. And as to the next point controverted, being the securities given to the said A. G. and E. G. for their legacies, and the twelve thousand pounds in the hands of the defendants D. and G. and the purchase of V. and U. with two thousand five hundred pounds, being worth two hundred pounds per annum, and his lordship declared, that the said E. G. and

and A. G. ought to have no interest, but the maintenance agreed on, and to be paid their legacies in proportion with this defendant, and did order and decree the same accordingly, for so much as had not been actually paid or satisfied before the exhibiting this defendant's bill; and that the two thousand eight hundred pounds before paid for R. and S. should be discounted and go towards the payment of their legacies of six thousand pounds; and the defendants the said E. G. and A. G. and their trustees were to come to an account with this defendant, for what the manor of M. N. and B. farm were worth more than their legacies, in proportion with this defendant and his said sister E.'s legacies of five thousand five hundred pounds and five hundred pounds proportionably, which was to go to their satisfaction; and what the defendants the said E. G. and A. G. and their trustees had received by the rents and profits of R. and S. over and above the maintenance money, was to go also towards payment of their legacies, and the master was to examine and see how much money the said A. G. had paid to R. in discharge of the mortgage agreed to be discharged by the said G. T. and this defendant was to seal to the said R. the counterpart of the deed which the said G. T. should have sealed, and to stand in his place, and have the benefit of redemption of the said lands in the counties of W. D. and S. paying a proportionable part of the advantage thereby, towards the said legacy due to his said sister E.: and it was also ordered and decreed, that the said G. T. should assign and transfer over to this defendant, all his the said G. T.'s interest and demand in and to the residue of the said estate of the said H. T. not received in or disposed of; and the said G. T. and his estate were to be liable to make satisfaction for the surplus of this defendant's legacy, above what could be thereof satisfied by the provisions aforesaid, with other directions as to the taking the account: and afterwards the said cause was several times reheard, as to the interest of H. M. and W. F. and his wife, but the said decree as to the said E. G. and A. G. did and doth stand, and was confirmed; and at length it was, at the proposition of this court (this defendant and W. F. being then in court, and also H. M. her counsel consenting) ordered, that the differences between the said parties, should be referred to the final award and determination of N. F. lord keeper of the great seal of Ireland,

and C. J. and what end or award the said referees should make between the said parties, was by the like consent to stand confirmed by the decree of this court, to be observed and performed by all parties, to all intents and purposes, according to the tenor and true meaning thereof, without any appeal from the same, or order for confirmation thereof; in pursuance whereof, the said N. F. and C. J. made their award, bearing date on or about the thirteenth day of May, one thousand seven hundred and eighty three, after hearing of all sides several times, and thereby certified, they had considered of the value of the estate, as well of Y. as the other estate, desiring if possible, that all parties should be satisfied to the full of their dues, but finding that the estate would not bear the same, and that there was no means finally to settle differences between all the parties without the sale of Y. they did therefore order and award, that the manor of Y. with the appurtenances should be sold by Christmas then next for the best value, and that in the meantime the said H. should go on with the redemption of the premises, she having then paid one thousand five hundred pounds of the mortgage money by order of this court, and that she or her trustees should take the assignment thereof from the mortgagees, upon an account to be taken by J. K. according to the order on hearing, in case the parties agreed not therein; and when the land was sold, the money raised by sale should be disposed of in this manner, viz. to satisfy the mortgage money by her paid with the interest thereof from the time it was paid by Mrs. H. and out of the residue thereof she was to be paid the sum of twelve hundred pounds, in lieu and full satisfaction of her jointure, and all that she should claim out of the estate of Mrs. H. and give the defendant a release of all matters touching the same, and of all differences between them: and they did also order and award, that out of the said purchase money, there should be paid unto Mr. F. in full of all his demands out of the estate, in respect of himself or his wife, the sum of seven hundred and fifty pounds, and that he and his wife should join in the assurance to the purchaser of the said lands, and he was to deliver the statute and all securities he had in, or upon the estate of this defendant, or his father or grandfather, and give this defendant a general release, who was at the same time to give him a release, and this defendant and Mrs. H. were to join
in

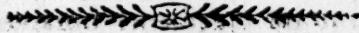
in an assurance to the purchaser of the said lands, which was to be settled by the master, or to that effect, which award was afterwards confirmed by this court: and this court being informed that the defendant had procured a purchaser, it was on the ninth day of March, in the twenty fourth year of his now majesty's reign, ordered and decreed, that the said manor and lands should be sold, and that out of the purchase money the said Mrs. H. should be satisfied so much of the mortgage money as she had then paid, and damages, and also the twelve hundred pounds, according to the said award, who was thereupon to release to this defendant accordingly; and that the mortgagees, upon payment of their principal money and damages, according to the order of the twenty fourth of July, one thousand seven hundred and eighty six, should assign the said mortgage to the purchaser for securing his title to the premises, and to have their costs, and that Mrs. H. should join in the conveyance, or to that effect, as in and by the decree signed and inrolled, remaining of record in this honorable court, whereunto these defendants refer themselves, more at large appeareth. And these defendants for farther plea say, that in pursuance of the said decree, the said J. P. and G. P. in consideration of two thousand six hundred and eighty seven pounds, fourteen shillings and ten pence, did by indenture bearing date on or about the thirteenth day of September, one thousand seven hundred and eighty seven, grant and assign over the said term of three hundred years unto T. D. and the said term of two thousand years unto G. R. And the said H. M. in consideration of the said sum of twelve hundred pounds, did by indenture of lease and release, bearing date on or about the tenth day of May, in the twenty eighth year of his now majesty's reign, release and confirm unto R. U. his heirs and assigns, the said manor of C. and all her estate, title and interest in and to the same: and the said W. F. by indenture of lease and release, bearing date on or about the twenty eighth day of December, one thousand seven hundred and eighty six, in consideration of the sum of seven hundred and fifty pounds to him in hand paid, did grant, release and confirm unto R. A. of Dublin, merchant, since dead, his heirs and assigns, the said manor of C. and all the lands, tenements and hereditaments thereunto belonging, and all his estate, title, claim and demand whatsoever in and to the same, or to that or the like effect,

as

as in and by the said several deeds and conveyances ready to be produced, and whereunto these defendants refer themselves, more at large appeareth: and this defendant H. T. hath sold the manor of C. with the appurtenances to the other defendant C. F. and this defendant and his trustees have conveyed the same and all their estate therein to the said C. F. and his trustees, and the purchase money was all paid and satisfied to this defendant and the mortgagees, or his or their order, and no part thereof is left in his hands, to secure him against any incumbrance whatsoever: and this defendant M. for his more certainty, as to the said dates and recitals of the said deeds, conveyances and decree, refers himself thereunto. And the said C. F. saith, that he hath purchased of the said other defendant H. T. the said manor of C. and all the lands, tenements and hereditaments, for the consideration of six thousand five hundred pounds, which this defendant hath long since really and *bona fide* paid for the same, and hath conveyances of the said term of three hundred years and two thousand years, and also the inheritance of the said manor and premises, duly executed to him and his trustees, whereby he is advised he is legally entitled to the same, and ought quietly to hold and enjoy the same. And this defendant H. T. for further plea saith, that he claimed the said manor and premises, and the equity of redemption of the said manor of M. N. S. and G. and the farm of B. over and above what would satisfy the said Mr. G. and his sisters legacy, by virtue of the said decree, towards a satisfaction of his said legacy of five thousand five hundred pounds, with interest, (and which came far short to satisfy the same) and is advised the same is not either in law or equity liable to satisfy the judgment in the bill mentioned, (in case any thing be due thereon) or any other debts of the said G. T. all which matters these defendants do plead in bar to that part of the complainant's bill, and humbly demand the judgment of this honorable court, whether they shall be compelled to make any further or other answer thereunto. And these defendants, for answer unto so much of the said bill as is not herein before pleaded unto, say, that they do severally deny, that they or either of them is or are executor or administrator to the said G. T. or ever administered as such, nor know of any person that was executor or administrator to him, nor did they or any other in trust for them,

or either of them, or for their or either of their uses, to their knowledge, possess any part of his personal estate, saving that this defendant H. T. had some old things, which, to the best of his judgment, were of the value of about three or four pounds, which were left in the house of Mr. F. after he had taken the said G. T.'s goods in execution, as is hereafter set forth; and this defendant H. T. saith, that the said G. T.'s personal estate was before his death taken in execution by the said W. F. upon a judgment or judgments obtained against the said G. T. for two thousand pounds or thereabouts, which was well known to the said B. I. and W. F. had the same for satisfaction thereof: and these defendants deny all manner of combination wherewith by the bill they stand charged, or that this defendant C. F. hath in his hands any part of the purchase money for the said manor of C. or did detain any part thereof to answer any incumbrances the said lands might be liable unto. And this defendant H. T. saith, that the said B. J. was acquainted and well knew of the said suit and proceedings, yet never did during the said suit, or the said G. T.'s life-time, extend the same, as this defendant ever knew or heard of. And this defendant knows not of any other manor or lands, than as aforesaid, that the said D. O. or any other in trust for him, were seized or possessed of at the time the said judgment is pretended to be entered into, or at any other time since, except he was seized of the manor of G. in the county of W. which, whether it were sold before or since that time, this defendant doth not certainly know: and these defendants know nothing of the assignment of the judgments in the bill mentioned, nor what title the complainants or any of them have to the same, or the money due thereon, if any be, without that, &c.

The Defendant pleads a Verdict and Judgment thereupon, not undone by Attaint or Error, and the Statute of the 4th. of Henry the IV. in Bar to the Complainant's Bill.



THE said defendant by protestation, not confessing or acknowledging all or any of the matters or things in the complainant's said bill contained, to be true, in such sort, manner and form as the same are therein and thereby set forth, the complainant's said bill being to be relieved against an action at law, brought by this defendant for fees due to this defendant, for managing several law suits for the complainant, and for monies laid out and expended by this defendant for the complainant for managing the same, and to bring this defendant to an account. This defendant for plea to the said bill saith, that by a statute made in the parliament holden at Westminster, in the fourth year of the reign of king Henry the fourth, it is ordained and established, that after judgment given in the courts of our sovereign lord the king, as well in plea real as in plea personal, the parties and their heirs shall be thereof in peace, until the judgment be undone by attaint or by error: and this defendant saith and averreth, that before the said complainant's bill of complaint exhibited, this defendant brought an action in the court of Common Pleas in Ireland, for the recovery of his said fees and monies expended and due to this defendant from the complainant, as aforesaid, and obtained a verdict for fourteen pounds, and hath judgment thereupon, which judgment this defendant avers was obtained before the said bill exhibited, and yet remains in full force, and is not undone by attaint or error, and therefore this defendant pleads the said statute and judgment in bar to the complainant's said bill, and humbly prays the judgment of this honorable court, whether he shall make any further or other answer to the complainant's said bill, and prays to be hence dismissed with his costs in this behalf wrongfully sustained.

The

*The joint and several Pleas of M. E. Widow, D. L. Esq;
and A. his Wife, three of the Defendants to part; and
their joint and several Answers to other part of the Bill
of Complaint of D. E. Complainant.*



THE defendant M. E. by protestation, not confessing the matters in the complainant's bill of complaint alledged, or any of them to be true, in such sort as the same are therein expressed; for plea unto the said bill of complaint saith, that T. D. H. C. and W. J. affirming themselves to be seized (and being seized as this defendant is advised by her counsel and believes) in fee of all those manors with their appurtenances, situate, lying and being in T. in the county of D. commonly called or known by the several name or names of K. H. and J. and of and in all the said site, capital messuage or manor-house, with the appurtenances in T. aforesaid, and also of all demesne lands, and other lands, meadows, feedings, pastures, woods, underwoods, commons, closes, rents, reversions and hereditaments whatsoever, being part, parcel or member of the said manors, or either of them, and also of all that close called S. situate, lying and being in T. aforesaid, containing by estimation twenty acres; and also of all those messuages, tenements and farms, with the appurtenances, commonly called or known by the names of, &c. in the said county of D. and one J. K. affirming himself to be interested and possessed (and being interested and possessed as this defendant is advised by her counsel and believes) of the premises, by virtue of an extent, upon a statute of one thousand pounds, heretofore acknowledged by W. J. and W. J. in the said bill named, unto C. B. in the bill also named, she this defendant did agree with them for the purchase of the fee-simple of the said premises, and also of the said extent thereupon; and that in pursuance of the said agreement, the said T. D. H. C. and W. J. by their deeds of lease and release, bearing date, &c. and then or within a few days after sealed and delivered, (to which deeds the said W. J. is a party) did for a real
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and valuable consideration, in money truly paid, convey the said manors, lands and premises, unto G. R. gentleman, and his heirs, to the use of him and his heirs, in trust nevertheless for her this defendant M. E. and her heirs; and the better to secure and protect the same from incumbrances, the said W. J. also, for the like valuable consideration, in money truly paid, by his indenture bearing date, &c. and then or within a few days after sealed and delivered, did assign the said extent upon the said statute unto her this defendant; at which time, or at any time before, this defendant had not any notice of the complainant's annuity of fifty pounds per annum, or the statute in the bill mentioned, for securing thereof; and this defendant did not at the time of such purchase by this defendant, or any time before, know any thing to the contrary, but that the said D. C. J. and J. or some or one of them, were the true and lawful owners of the whole and entire premises, without any trust for any person or persons whatsoever, and this defendant purchased the same, without any notice of the said incumbrance of fifty pounds per annum, upon the same or any part thereof, or of the said statute of one thousand pounds, in the said bill mentioned; which matter by her this defendant pleaded, she doth aver, and will prove as this honorable court shall award, and humbly demands the judgment of this honorable court, whether she shall be compelled to make any other or further answer to the said bill, or make any discovery, whereby to prejudice and incumber the said premises, or any part thereof, further or otherwise than by her answer she hath hereafter done. And the said defendant M. E. saving the benefit of her plea for answer saith, that neither at any time before, nor at the time of the purchasing the said estate and statute, she ever knew or heard, nor had any notice of the complainant's pretended rent or annuity of fifty pounds per annum, or any other sum, or of the said statute pretended to be entered into by the said W. J. or any other incumbrance which the complainant had on the premises or any part thereof. And the said D. L. and A. his wife, likewise by way of plea say, that the claim they make to the said premises, is under the said purchase and title of the said M. E. in her plea set forth, and that they or either of them, never heard or knew until near about a year before the exhibiting of the complainant's bill, which was long after the purchase of the said M. E. and long after the claim these
defendants

defendants make to the said premises of the complainant's rent or annuity, or statute of one thousand pounds, in the said bill set forth; and they do also aver their said plea, and humbly demand the judgment of this honorable court, whether they or either of them shall be compelled to make any further answer to the said bill, other than what they do hereafter answer unto. And all the defendants by answer deny all combination by the bill charged, and justify detaining the evidences, and refuse to discover them to the complainant; and justify the keeping possession of the premises, by and under the purchase of the said M. E. as aforesaid, as it hath gone ever since the said purchase. And pray to be dismissed with costs.

*The Answer as to part, and Plea as to the other part of
M. D. Esq; Defendant, to the Bill of Complaint of P.
W. Gent. Executor of Dame L. S. Complainant.*

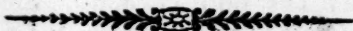
THE said defendant saving to himself the benefit and advantage of exception to the many uncertainties and insufficiencies of the said complainant's bill of complaint; for answer to so much thereof as he conceiveth material for him to answer unto, saith, that he was intimately acquainted with J. S. esquire, in the bill named, both before his marriage with the said dame L. and after, until the time of his death, and that he the said J. S. hath complained to this defendant, that there were very strict articles made upon his marriage with the said dame L. and lamented his condition, that he deposited his monies in the trustee's hands, and could not command a penny, nor persuade his wife to abate any part of the strictness of them; and thereupon went into the king's army, and as he remembereth, was made colonel of a regiment of horse, and being at Cork on or about the tenth of June, one thousand seven hundred and ninety two, told this defendant that he had a considerable sum of money by him, which he would deposite in this defendant's hands, that

he might have of his own to command, and that he repented he had put so much into his wife's hands or power, and declared to this defendant, that she should have no more money of his, and that if he died in the wars, he did charge this defendant by no means to let his said wife have it, but should be kind to his poor relations, if that any of them came to him. But this defendant saith, that he never did know, see or read, or heard read, either the articles or bond in the bill mentioned, nor any part, copy or counterpart of them, or either of them, nor was ever acquainted with the purport of them, or either of them, by the said J. S. or any other, in any other manner than is above mentioned, save by this present bill. And this defendant confesseth it to be true, that on or about the said tenth day of June, this defendant did receive of the said J. S. a considerable sum of money, (though what the same was, this defendant conceiveth this honorable court will not compel him to discover, for the reasons hereafter in this his answer and plea alledged) but it was not the sum of money in the bill alledged; and upon receipt of the said sum of money, this defendant did give the said J. S. a note under his hand, testifying the receipt of the said money; and that this defendant did promise to keep it for him in his custody, until such time as this defendant should be ordered to dispose of it by him for his use; and this defendant did receive the same upon no other trust, condition, direction or agreement whatsoever, than as aforesaid. And this defendant saith, that some short time after, the said J. S. was slain at the siege of Valenciennes, and afterwards, to wit, in or about the month of August, one thousand seven hundred and ninety four, one Mr. H. S. brother of the said J. S. came to this defendant, and brought to this defendant the note aforesaid, that this defendant had given to J. S. and to the best of his this defendant's remembrance, letters of administration to his brother's estate, and demanded the money so as aforesaid deposited in this defendant's custody, whereupon this defendant having before that time lent the said J. S. some small sums of money, and made several disbursements for the said J. S.'s account, which were allowed to this defendant by the said J. S. and were really due to this defendant from the said J. S. at his decease, this defendant did pay and satisfy to the said H. S. really, all the rest of the money deposited in his hands as aforesaid, and had his former note delivered him up, and the said H. S.'s receipt
for

for the whole sum so deposited as aforesaid, neither did this defendant ever know or was acquainted that the said J. S. made any will, or any executor but by this bill, nor hath he or ever had, or ever took into his possession any goods, money, or other things of the said J. S. save the sum aforesaid, nor hath any other person, or ever had the same or any of them by this defendant's direction or order. And as to the discovery of what the said money was, and in bar for any relief to be had in this honorable court against this defendant for the said sum of money so deposited as aforesaid; this defendant saith, that he did really and *bona fide* satisfy the said H. S. for the same, and that he did then to his best remembrance, inform this defendant that he was administrator to the said J. S. and that the said J. S. had made no will; and this defendant did really believe that he was the person that ought of right to receive the same; and therefore conceives that he is not liable to discover in equity the sum of money which he hath really satisfied and paid to him that had, as far as this defendant knew, the only right to the same. And this defendant further saith, that after the said money was deposited in his hands, he did stay and was resident within this realm of Ireland until the month of May, in the year of our Lord God, one thousand seven hundred and ninety five, during which time, there was no bill, action or suit commenced against this defendant, to the knowledge of this defendant, or since, until this present bill that was exhibited in Easter term last. And therefore this defendant pleadeth the statute of limitations, and as this case is, craveth benefit thereof. All which matters and things this defendant is ready to aver and prove, and demands the judgment of this honorable court, whether he shall answer to the matters herein pleaded to. And this defendant for further answer saith, that he knoweth not what will the said dame L. made, nor what legacies she bequeathed, nor whether she made any will or any executor. And confesseth, that from the said month of May, one thousand seven hundred and ninety five, until the month of January, one thousand seven hundred ninety six, he returned not into Ireland, but was resident in London, excepting the time of his passage to and from the said place, and in all that time, he doth not remember that he received any letters or messages from the said L. S. or her executors, or any other persons on her behalf, touching the said money, or any thing else supposed to be belonging to the said J. S. And prays to be dismissed with costs.

The

The Plea of W. E. Esq; and M. his Wife, who was the Widow and Relict of H. D. Esq; Deceased, and one of the Daughters of P. F. Esq; Deceased, to part, and their Answer to the residue of the Bill of Complaint of P. F. Esq; Grandson and Heir of the said P. F. Esq; Deceased, Complainant.



THE said defendants by protestation, not acknowledging or confessing the matters and things in the complainant's said bill contained, or any of them to be true, in such manner and sort as therein and thereby is expressed. For plea to so much of the said bill as seeks to draw in question in this honorable court, their the said defendants or either of their titles to a certain messuage or farm called T. in the said bill mentioned, and the lands, tenements and hereditaments thereunto belonging, or any part thereof, or seeks to compel them these defendants to set forth and discover the date and contents of their lease thereof, or to deliver unto him the said complainant, an authentic copy or counterpart of their said lease, say; and first the said defendant M. saith, that she this defendant about five or six and thirty years since being very young, and under the government of her said father, was by and with his content and good liking, upon such terms and conditions as he thought fit to make, married to the said H. D. who, as she this defendant was informed by her said father, and most assuredly believes, was by the agreement made between him this defendant's said father, before his the said H. D. his intermarriage with her this defendant, to settle upon her a jointure of one hundred and fifty pounds per annum, and upon his eldest son by her this defendant, three hundred pounds per annum, and did pursuant thereunto, levy one or more fine or fines, and execute one or more deed or deeds for settling thereof accordingly; and further saith, that the said H. D. happening to die about one and twenty years since, leaving issue by her, three sons and one daughter, she this defendant did expect to have received the incomes of the said estates so upon her and her

her eldest son settled, or at least mentioned and intended to be settled as aforesaid, for the respective maintenance of herself and children, but the said settlement (as she this defendant was advised) being in law defective, H. D. esquire, deceased, her this defendant's said late husband his eldest son, by a former venter, took advantage thereof, and with-held the possession of the said estate and premises from her this defendant and her said eldest son, for three or four years together, and put her to long and expensive suits in this honorable court to recover the same. And that he this defendant's said father having notice that the said marriage-settlement so made on her this defendant and her issue as aforesaid, was defective, and that she this defendant had been put to great trouble and expence, and was likely to be at greater to supply the defects thereof, (as in truth she afterwards was) insomuch that she did suffer at least five hundred pounds prejudice thereby; and being sensible that he himself was the passive occasion thereof, by not taking such due care and advice in the making the said settlement, as he was obliged in his paternal care to have done, did promise her this defendant, to consider her, and make her some further provision in consideration and recompence thereof; and he this defendant's said father, being as she this defendant hath been credibly informed and verily believes, seized in his demesne as of fee, of part and for life (with power to make leases for one, two or three lives, under such rents as he should think fit to reserve of the residue) of several manors, lands, tenements and hereditaments, of the yearly value of one thousand pounds at the least, besides the wood and timber growing thereupon, being then (as she this defendant hath been likewise credibly informed and believes) of the value of ten thousand pounds to be sold, and having issue male only one son, who had been married many years, and had issue the said complainant only, and was not reputed in probability likely to have any more issue; and he, this defendant's said father, amongst other lands of which he was so seized as aforesaid, being seized of the said manor and farm called T. and of several lands, tenements and hereditaments thereunto belonging, then in the tenure or possession of L. K. her this defendant's then only brother, and father of the now complainant since deceased, being of the yearly value of fifty pounds, or near thereabouts, was minded and fully resolved (as she this defendant hath been informed and believes) in performance of his said promise

promise to her this defendant; and in recompence of the great trouble, charge and expence she had or might sustain, or be put unto to supply the defects of the said marriage-settlement, and for other good considerations to settle the same upon her this defendant, for her better maintenance during her life, in case she should survive him her said father; and for that purpose he, this defendant's father, by deed indented, under his hand and seal, bearing date the fifteenth day of February, one thousand seven hundred and eighty five, then or within a few days after sealed and delivered, did (as she this defendant is advised by her counsel and believes) convey, or at least mention or intend to convey the said messuage or farm called T. and all the lands, tenements and hereditaments thereunto belonging, then in the possession of him the said defendant's brother, to her this defendant and her assigns, immediately from and after the death and decease of him this defendant's said father, for and during the term of four-score years, from thence next ensuing, and fully to be complete and ended, if she this defendant should so long live; yielding and paying therefore out of the said premises yearly to him this defendant's said father, his heirs and assigns, during the said term, one pepper-corn only, at the feast of St. John the baptist, if it should be then lawfully demanded, by which indenture the said L. K. this defendant's said father, for him, his heirs, executors and administrators, did covenant, promise and agree to and with her this defendant, her executors and assigns, that the heirs, executors or administrators of him the said L. K. or some of them, should and would from time to time during the term aforesaid, satisfy, pay and discharge all duties, rates, taxes and payments which should be imposed, due or payable upon or out of the said mentioned to be demised premises, or upon every or any part thereof, at such time as the same should be due or payable, and should save, keep harmless and indemnify her this defendant, her executors or assigns, and all and every the said premises, of and from all and all manner of payments, taxes, charges, impositions, assessments, or other incumbrances, which should happen, fall due, arise or be imposed upon the said mentioned to be demised premises, or any part thereof, during the said term; and that she this defendant and her assigns, should and might have, hold, occupy and enjoy the said messuage and farm house, lands and premises thereby demised, and every part thereof, with the appurtenances

tenances during the term aforesaid, according to the true intent and meaning of the said indenture, without the let, suit, entry, interruption, or evictions of the heirs or assigns of the said L. K. or by his or their, or any of their act, estate, means, consent or procurement, and that he the said L. K. his heirs and assigns, should and would from time to time, and at all times thence after, during the said term, at the costs and charges of her this defendant, or of her assigns, do, execute and suffer, or cause to be done, executed and suffered, all and every such further act and acts, thing and things, devise and devises, conveyance and conveyances, assurance and assurances in the law, be it by fine, feoffment, recovery with single or double voucher, confirmation, release with warranty or without warranty, for the better security, surety or sure making of the said messuage and farm-house, and other the premises thereby demised to this defendant and her assigns, for and during the aforesaid term, as should be reasonably devised or advised by her this defendant or her assigns, or by her or their counsel learned in the law, so as the said L. K. his heirs and assigns, were not compelled to travel further than ten miles from his or their place of abode, to do the same; and lastly, the said L. K. did for himself his heirs and assigns, and every of them, by the said indenture grant to and with this defendant and her assigns, and every of them, that he the said L. K. his heirs and assigns, all and singular the said messuage and farm-house, with the appurtenances, and all other the before mentioned to be demised premises, against the said L. K. his heirs and assigns, and every of them, and against all other person and persons claiming by, from or under him or them, unto her this defendant or her assigns, during the said term of eighty years, (if she should live so long) according to the purport of the said indenture, should and would warrant, acquit and defend; and the said L. K. her this defendant's said father, before he so made the lease to her this defendant, did affirm, that he had good power to make the same. And they these defendants for further plea to the complainant's said bill of complaint say, that the said L. K. her this defendant's said father, died on or about the tenth day of December, in the year of our Lord, one thousand seven hundred and ninety one, and believe and hope to prove, that he was at the time of his death seized in fee, and for life, with such power as aforesaid, of the said manor, lands and premises, of the value of one thousand pounds

pounds per annum, at least, besides the wood and timber thereupon growing, being (as these defendants believe) of the value of one thousand pounds more, to be sold as aforesaid; and that after his death, the said premises descended or otherwise came unto the said complainant, partly as heir at law to his said grandfather, and partly by virtue of some settlement by his said grandfather made upon him, and that the said lands and premises so descended to the complainant as heir at law to his said grandfather, were of far greater value than the lands so by the said indenture demised, or thereby mentioned or intended to be demised to her this defendant as aforesaid; and are also credibly informed, and do believe and hope to prove, that her this defendant's said father was also at the time of his death, possessed or otherwise interested of and in a considerable personal estate, or testamentary estate, to the value of four thousand pounds and upwards; and that D. E. gentleman, surviving executor of the said last will and testament of her the said defendant's said father, hath delivered up into the hands of the complainant, the greatest part of the said personal and testamentary estate, as the supposed *cestui que trust* thereof. And they these defendants by way of plea further say, that these defendants after the death of her this defendant's father, being then intermarried, by virtue of the said lease entered upon the said farm and premises so thereby demised, or thereby mentioned or intended to be demised to her this defendant as aforesaid, and have ever since till about the month of March last past, quietly enjoyed the same, without the interruption or denial of any person or persons whatsoever; about which time a writing, purporting (as these defendants are advised and believe) a declaration in ejectment, in the name of D. L. as lessee of the complainant, in order to the recovering from these defendants, the possession of the said farm and premises, and to evict their said lease thereof, was delivered unto him this defendant, being tenant in possession of the premises; and the complainant, the better to enable him (as these defendants conceive) to proceed in the said cause, and evict the said lease, did demand of these defendants, a copy or counterpart thereof, which these defendants refusing to deliver or execute unto him unless he would confirm the said lease, he the said complainant did exhibit his said bill against these defendants to enforce them to do the same; and that these defendants thereupon to prevent all disputes concerning the said lease, by

by advice of their counsel, did authorize B. T. esquire, to tender to the complainant, a draught of a further assurance, drawn as these defendants are advised and believe, and hope to prove, pursuant to the said covenant of the said lease for further assurance, ready engrossed in parchment, with wax ready to be sealed, for him the said complainant to execute, which (as these defendants are informed by the said B. T. and believe) was duly tendered to the said complainant to execute, and the said complainant refused to execute the same; whereupon these defendants did exhibit their bill in this court against the complainant, thereby (as these defendants are advised) in substance setting forth the matters herein before pleaded, to enforce him to execute to her this defendant, a further assurance of the said farm and premises so demised, or by the said indenture mentioned and intended to be demised to her this defendant, according to the said covenant of his said grandfather; to which bill the said complainant (as these defendants are informed and believe) did put in a demurrer, which being set down in the paper to be argued before the right honorable the lord keeper of the great seal of Ireland, was upon the opening thereof, submitted by the said complainant's own counsel, to be such as that he could not maintain, and was thereupon over-ruled; which matters so by these defendants pleaded, they do aver and will prove as this honorable court shall award, and demand judgment, &c. And they these defendants saving to themselves the benefit of their said plea, for answer to the residue of the said complainant's said bill of complaint, say, that the said lease so made by the said L. K. her this defendant's said father, deceased, to her this defendant, doth not contain any covenant on the part and behalf of her this defendant, her executors, administrators or assigns, to be performed or kept, or any other covenant or reservation of rent, than those which are herein before by way of plea set forth; and respectively deny, that they or either of them, to the knowledge of each other, or any other person or persons for them or either of them, or by their or either of their delivery, consent or privity, have or hath any of the deeds, writings, muniments or evidences belonging to the estate of the said complainant, or to the estate late of her this defendant's said father deceased, or any part or parcel thereof, except the said lease so made to her this defendant by her said father as aforesaid, or that they these defendants or either of them, or any other

person or persons, for their or either of their uses, or by their or either of their privity, consent or delivery, ever had or possessed himself, herself, or themselves, of any such deeds, writings, muniments or evidences (except such thereof as were re-delivered to her this defendant's said father, in his life-time, or his executors, or one of them, immediately after his death) the contents whereof or of any of them, these defendants know not, which the said complainant, as these defendants believe, hath in his own custody; and respectively deny that they or either of them, or any other person or persons to their knowledge or belief, did ever cancel or deface any of the said deeds or evidences, belonging to the estate of the said complainant, or to the estate of her this defendant's late father, deceased, (as by the said bill is scandalously and falsely alledged) and believe that the complainant hath all the deeds and evidences concerning his estate, which belong unto him, or which he ought to have in his own custody, uncanceled and undefaced. And these defendants likewise deny that they or any other person or persons for them or either of them, or as tenant or tenants to them or either of them, (to their knowledge or belief) have or hath, or did at any time possess themselves, himself or herself, of any other part of the estate of the said complainant, or late of her this defendant's said father deceased, than what was demised, or at least mentioned or intended to be demised unto her by the said indenture of lease, (by which they justify the detaining the possession thereof) or that they these defendants, or either of them, have or hath (to their knowledge) at any time committed, or caused or permitted to be committed, any waste, spoil or destruction upon the said premises, so to her this defendant demised or mentioned or intended to be demised as aforesaid, or any part thereof, or upon other part or parcel of the estate of the said complainant, as by his said bill is alledged, or otherwise howsoever; or that they know of any other estate or right which they or either of them have, or that they do pretend to have any other estate, right or title, of, into or out of the estate of the complainant, than what is herein before by way of plea set forth; and she this defendant denies that she did ever seal and deliver, or was required by her said father to seal and deliver any counterpart of the said lease; but these defendants say, that they are and shall be willing, and do now offer, as they have formerly offered, to deliver unto the said complainant at his

his costs and charges, an authentic copy, or to execute to him a counterpart of their said lease, in case he will confirm the same, and make further assurance of the premises thereby demised, or mentioned or intended to be thereby demised to her this defendant, according to the said covenant for the further assurance mentioned in the said lease. And they these defendants do respectively deny all and all manner of combination, wherewith they are in and by the said complainant's bill of complaint unjustly charged. And pray to be hence dismissed with costs.

The Plea of I. K. Gent. one of the Defendants to part, and his Answer to the residue of the Bill of Complaint of B. W. and C. his Wife, and L. M. and H. his Wife, Complainants.

THE said defendants by protestation, not confessing any the matters and things in the said bill of complaint alledged to be true, in such sort as the same are therein expressed; for plea to so much thereof as seeks to draw in question in this honorable court, his this defendant's title to the lands and tenements therein or herein after mentioned, or any part thereof, or to deliver the said deeds and evidences unto them the said complainants, or either of them, saith, that he this defendant is advised by his counsel, and assuredly believes, that W. D. in the said complainant's bill of complaint named, was seized in fee or fee tail, to him and the heirs male of his body, of and in all those messuages, lands, tenements and hereditaments, in the said complainants said bill of complaint mentioned, commonly called or known by the name or names of T. and L. situate, lying and being in W. and E. or one of them, in the county of K.; and also of and in all that tenement commonly called or known by the name of M. situate, lying and being in W. and E. aforesaid, or some or one of them; and that he the said W. D.

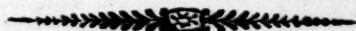
being

being so thereof seized, and of the age of four and twenty years and upwards, did in the term of St. Hilary, in the year of our Lord, one thousand seven hundred and eighty four, in due form of law, acknowledge and levy unto E. M. and B. T. and the heirs of the said E. in his majesty's court of Common Pleas in Ireland, on fine *sur conuzance de droit come ceo, &c.* with proclamations, according to the statute in that behalf made, of all and singular the said premises; and that in the same term, a good and perfect common recovery was in due form of law had and suffered in the same court of Common Pleas, of the same premises; in which recovery L. T. and F. B. did demand the premises of the said E. M. and B. T. who vouched to warranty the said W. D. who vouched over to warranty to common vouchee, as in and by the records of the said fine, with proclamations and common recovery, relation being thereunto had, more fully and at large it doth and may appear; and that he this defendant is advised by his counsel and believes, that the said fine was so levied by the said W. D. to the said E. M. and B. T. as aforesaid, to make them tenants of the freehold thereof, that so a common recovery might be had and suffered thereof, in manner and form aforesaid. And he this defendant by way of plea further saith, that the said W. D. in the year of our Lord, one thousand seven hundred and ninety, died without issue of his body, and that L. D. the complainants father, in their said bill named, was living at the time of the death of the said W. D. and then was, (as this defendant is informed and believes, and hopes to prove) of the age of one and twenty years and upwards, and *compos mentis*, and at large, and out of prison, and within the four seas, and that he the said L. D. survived the said W. D. above ten years, and did not within five years after proclamations had and made upon the said fine, or at any time after, prosecute any title, claim or interest, of, in or to the said messuages, lands and premises, or any part or parcel thereof, by action, lawful entry, or otherwise, so that (as he this defendant is advised by his counsel) the remainder in the said complainant's said bill of complaint alledged to be limited of and in the said premises, or any part thereof, to the said L. D. and his heirs, for default of heirs male of the body of the said W. D. by the pretended last will and testament of K. D. in the said complainant's said bill of complaint also named, was doctored by the said recovery, and that in case the said remainder

remainder was not docked by the said recovery, yet however the said complainants are barred of all claims, of, in and to the said premises, and every or any part of the same by virtue thereof, by force of the said fine, with proclamations thereupon, and non-claim as aforesaid. And he this defendant doth aver his said plea, and humbly demands the judgment of this honorable court, whether he shall be compelled to make any further answer to the said complainant's said bill of complaint than what he hath herein after made. And he this defendant saving to himself the benefit of his said plea, for answer to the residue of the said complainants said bill of complaint, faith, &c.



The Defendant pleads a Fine, above sixty Years since from his Grandfather, of S. part of the Premises, and a Purchase of the other part above forty Years, and that his Father and Brother enjoyed, and the Defendant now in fourth descent from his Grandfather, and no claim made by the Complainant or his Ancestors.



THIS defendant by protestation, not confessing or acknowledging all or any of the matters or things in the bill mentioned, to be true, in such manner and form as the same are therein and thereby set forth, for plea to so much thereof as is not herein after answered unto, faith, that C. J. esq; this defendant's grandfather above sixty years, was (amongst other things) lawfully seized in fee of the premises in the bill mentioned, called S. in the parish of, &c. and being so seized, he the said C. J. received the rents, issues and profits thereof for divers years: and in Trinity term, in the fourteenth year of the reign of the late king George the second, the said C. J. levied a fine, *sur conuzance de droit come ceo, &c.* of the said premises called S. amongst divers manors, lands and hereditaments, whereof he was then seized in fee

fee, as by the same remaining of record in his majesty's court of Common Pleas in Ireland, it may appear. And this defendant for further plea, saith, that the said C. J. having been for forty years in possession of other the lands and premises in the bill mentioned, called D. and E. in the parish of R. in the county of T. by virtue of several leases to him thereof granted for a term of years, determinable on the death of several persons; he the said C. J. on or about the eleventh day of May, in the fifteenth year of the said late king George the second, by deed then dated, duly executed for sixty pounds by him paid, being a full consideration, purchased the reversion and inheritance of the said last mentioned premises, of and from one M. N. TO HAVE AND TO HOLD the same to the said C. J. his heirs and assigns for ever; which said last mentioned premises were either held of the manor of S. in the said county of T. whereof the said C. J. was seized in fee, or else the same was annexed thereto by the said C. J. and became parcel thereof, and the tenants of the last mentioned premises do, and for many years last past have done, and ought to do, suit and service to the court held of the said manor of S. and the said C. J. this defendant's grandfather, being so seized of all the said premises, he the said C. J. about years since dead, by and after whose death the same did descend, remain or come upon C. J. his son and heir, this defendant's father, who entered thereunto and was seized thereof, in fee or fee tail, as this defendant believeth, and received the rents and profits thereof, and about years since the said C. J. this defendant's father, died thereof seized, by and after whose death the same did descend, remain or come unto or upon C. J. this defendant's eldest brother, who was so seized thereof in fee or fee tail, as this defendant believes, and about years since died without issue, by and after whose death, all the said premises, together with the said manor of S. and divers other manors, lands and tenements in the counties of T. and V. did descend, remain or come unto and upon this defendant, being also the third son of the said C. J. the father, who was seized thereof in fee or fee tail: and this defendant being so seized, in Easter term, in the twenty ninth year of his now majesty's reign, levied a fine *sur conuzance de droit come ceo*, with proclamations of the said manor of S. and the said messuages, lands and tenements in L. and several other manors,

manors and lands, as by the same remaining of record in his majesty's said court of Common Pleas in Ireland, may appear. And this defendant doth aver, that neither the complainant nor any of his ancestors did enter into or claim the said premises, or any part thereof, or commence any suit within five years next after the respective fines levied by this defendant and his said grandfather; all which matters this defendant doth aver to be true, and pleads the same in bar to the complainant's said bill, and humbly craves the judgment of this honorable court, whether this defendant, claiming in the fourth descent from his grandfather, who absolutely purchased the inheritance of part of the premises for above sixty years since, and the reversion and inheritance of the residue for above forty one years since, and under whose title the possession hath ever since quietly gone, shall be compelled, especially after such fines with proclamations on non-claims, to make any other answer, or to give the complainant any further discovery of his title, or of any other matters of the bill.

*The Defendant pleads the Statute of Frauds and Perjuries
in Bar to the Complainant's Bill.*

THIS defendant by protestation, not confessing or acknowledging all or any of the matters in the complainant's bill contained to be true, in such manner as the same is therein and thereby set forth, saith, that he is advised, that the complainant by his said bill seeks to have a discovery of a supposed marriage agreement or promise, suggested to be made by the defendant in July, in the year of our Lord, one thousand seven hundred and eighty seven, or at some time since, to pay unto the complainant the sum of one hundred pounds, as a marriage portion, upon the complainant's marriage with N. his late wife, deceased, and to be relieved thereupon. To which discovery and relief this defendant,

as advised, doth plead, and for plea thereunto saith, that by a statute or act of parliament made in the year of the reign of &c. entitled, an act for the prevention of frauds and perjuries; it is amongst other things enacted, that from and after day of no action shall be brought whereby to charge any person upon any agreement made upon consideration of marriage, unless the agreement upon which such action shall be brought, or some memorandum or note thereof, shall be in writing or signed by the party to be charged therewith, or some other person thereto by him authorized, or to that very effect, which statute, and particularly the said clause therein, this defendant doth plead in bar of the complainant's demands, the complainant not suggesting that the agreement or promise by his bills suggested to be made, was ever put in writing and signed by this defendant, or by any other person by his order: and this defendant doth humbly demand the judgment of this honorable court, whether this defendant shall be compelled to make any other or farther answer thereto, and doth humbly pray to be hence dismissed, &c.

The Defendants for Plea alledge cause for not setting forth the Decree and Dismission truly, but alledging new and foreign Matters not in the Decree, and paying Process generally to Answer and not to Review; for Demurrer say, there are no Errors in Law in the Body of the Decree or Dismission, nor any new Matter in the Bill of Review, nor any Order for bringing the same, nor Allegations and Averments therein set forth, sufficient Causes for reviewing or reversing a Decree.

THE said defendants by protestation, not confessing or acknowledging all or any of matters or things in the said bill contained to be true, in such manner and form as the same are therein and thereby set forth, for plea thereunto

thereunto do say, that by the course and practice of this honorable court, no decree ought to be reviewed or reversed by any original bill or otherwise, than by bill of review, for error apparent in the body of the decree, or upon new matter come to the parties knowledge after the making of such decree, and that by leave of the court only; wherefore, and for that the said bill of review or original bill, the same not setting forth the decree and dismissal truly, but alledging new and foreign matter not contained in the decree, and praying process generally to answer and not to review, they these defendants do plead the said decree and dismissal, which are in these words following, viz. [*set forth the decree verbatim.*] As by the said decree and dismissal remaining of record in this honorable court, it may more fully appear: and these defendants do demur to the said bill, and for cause of demurrer say, that the pretended errors by the complainant's bill suggested to be in the said decree and dismissal, or any of them, are not errors in law appearing within the body of the decree or dismissal, nor any sufficient matter in the bill set forth to have come to the complainant's knowledge, since the making of the said decree for reviewing or reversing thereof; nor doth it appear by the bill, that the complainant had obtained an order or leave of this court to bring a bill of review or new matter, nor are the allegations or averments in the bill set forth, sufficient causes or grounds for reviewing or reversing a decree. Wherefore, and for divers other imperfections in the said bill appearing, these defendants do demur in law, and crave the judgment of this honorable court, whether they shall be compelled to give any further answer thereto, and pray to be dismissed with their costs in this behalf most wrongfully sustained.

A Man takes Administration out of the Province of Munster, and Sues for a Debt due by a Debtor to the Intestate, who lives within the Province of Armagh; the Defendant pleads as followeth, viz.

THE defendant by protestation, &c. for plea thereunto this defendant saith, that whereas the complainant in his bill of complaint, sets forth that he is administrator of all and singular the goods and chattels, rights and credits of W. J. in the bill named, with letters of administration the complainant obtained out of the prerogative court of Munster, in which province the chiefest part of the estate of the said J. lies in the hands of several persons, and in the hands of several other persons lying in remote places, and amongst the rest, that some part of the estate of the said W. J. lies in the hands of this defendant, who lives near K. in the county of M. that he was debtor to the said W. J. in his life-time in the sum of one hundred and fifty pounds, and that the said complainant is entitled thereunto, and to the whole personal estate of the said W. J. by force and virtue of the taking the same letters of administration out of the said prerogative court of Munster; and the scope of the bill is to have an account from this defendant of the said sum of one hundred and fifty pounds; unto which said bill this defendant is advised he ought not to answer, and for plea thereunto saith, that the complainant by his said bill of complaint, doth not make any title to himself unto the said one hundred and fifty pounds, if any such there be remaining in the hands of this defendant, and therefore ought not to call this defendant to an account for the same; for it appears by the complainant's bill, that he hath only taken out letters of administration out of the prerogative court of Munster, of the goods and chattels, rights and credits of the said W. J. which can only entitle him

him to the personal estate of the said W. J. which lies within the province of Munster, but not to any part of the estate of the said W. J. lying within the province of Armagh; and it appearing of the complainant's own shewing in his said bill, that this defendant liveth near K. in the county of M. as in truth he doth, and hath done several years last past, and K. being within the province of Armagh and not of Munster, and so the debt pretended by the bill to be due from this defendant to the said W. J. if any such be, being due from this defendant within the province of Armagh, the complainant cannot be entitled thereto without taking forth letters of administration out of the prerogative court of Armagh, of the goods and chattels, rights and credits of the said W. J. for which cause this defendant humbly prays the judgment of this honorable court, whether he shall make any answer to the said bill, and prays to be hence dismissed with his reasonable costs in this behalf most wrongfully sustained.

*The Plea of W. T. Defendant by B. S. his Guardian, to the
Bill of Complaint of A. W. Complainant.*

THE said defendant by his guardian, not confessing or acknowledging any the matters or things in the said bill of complaint contained or alledged against this defendant to be true, in such manner and form as the same are therein set forth, and saving to himself now and at all times hereafter, all manner of advantage and benefit of exception to the uncertainties, defects, insufficiencies and imperfections of the said bill of complaint, for plea thereunto this defendant by his guardian saith, under favor of this honorable court, that as he is advised by his counsel, that persons lawfully put in exigent and outlawed by the common laws of this nation, for any matter or cause whatsoever, are, during the time of their so standing outlawed and the outlawry unreversed, disabled

abled to commence or prosecute any suit or action at common law or equity, against any person or persons in any of his majesty's courts in Ireland, so far forth that the person or persons against whom such suit or action shall be commenced, may lawfully plead such outlawry in bar of such action or suit. And farther this defendant by his said guardian saith, that the now complainant A. W. now standeth outlawed in his majesty's court of Common Pleas in Ireland, by the name of A. W. at the suit of the defendant, in a plea of trespass, as in and by the said outlawry hereunto annexed, to which this defendant by his said guardian humbly prays he may refer himself, as relation being thereunto had, it may more fully appear. And this defendant doth aver, that the said complainant and the said A. W. so outlawed as aforesaid, is one and the same person, and not divers: and therefore the said defendant by his guardian, for the cause and reason aforesaid, doth by way of plea, abide in law thereupon, resting in and upon the grave judgment of this honorable court, whether he for the present shall be or ought to be, by the rules of the law, compelled to give any further or other answer to the said bill of complaint, or any of the matters or things therein contained; all and every of which said matters he this defendant by his said guardian will be at all times ready to answer and prove, as this honorable court shall award, and humbly prays to be hence dismissed with his reasonable costs in this behalf most wrongfully had and sustained.

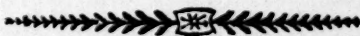


The Plea of M. N. one of the Defendants to the Bill of Complaint of C. T. Complainant.



THE said defendant not confessing or acknowledging all or any the matters or things in the bill of complaint contained to be true, in such manner and form as in and by the bill of complaint is supposed, for plea thereunto

thereunto the said defendant saith, that the aforesaid C. T. [*setting forth the several matters in the bill mentioned*] viz. the day of in the year of our Lord, one thousand seven hundred and eighty nine, by a certain writing of release bearing date the same day and year, which the said M. N. produceth here in court, by the name of M. K. of Dublin, gentleman, for good considerations him thereunto moving, did, for him, his heirs, executors and administrators, remise, release, and for ever quit claim unto the said defendant, by the name of M. N. gentleman, his heirs, executors and administrators, all and all manner of actions, suits, quarrels, reckonings, accounts, debts, dues, duties, bills, bonds, sum and sums of money and demands whatsoever, from the beginning of the world until the day of the date of the said writing of release, as by the same may appear; and this he is ready to prove, and thereupon demandeth judgment, if he the said defendant shall make any further answer unto the said bill of complaint, and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully had and sustained.



The several Answer of K. D. one of the Defendants to the Bill of Complaint of Lady T. Widow of Sir L. T. Deceased.



THE said defendant saving and reserving to himself now and all times hereafter, all advantage and benefit of exception to the manifold uncertainties and imperfections of the complainant's said bill, for answer thereunto, or unto so much thereof as materially concerneth this defendant, as he is advised, to make answer unto, answereth and saith, he believeth the complainant may be one of the daughters of E. G. and that she may be entitled, by virtue of the will and settlements of the said E. G. to a portion of ten thousand pounds, as in the bill is mentioned and payable, as is therein also mentioned; to which said will and settlement this defendant
for

for more certainty refers himself. And this defendant further said, that after such or the like act of parliament (for enabling such person's trustees in the said act named, to sell such part of the estate of the said E. G. for payment of such debts, portions and other sums of money therein mentioned) was procured and passed, as in the said bill is set forth, this defendant did agree and contract for the purchase of the manor of H. and divers lands and hereditaments in the parish of P. in the bill mentioned, for seventeen thousand five hundred pounds, which said sum this defendant believes, was, by the trustees named in the said act, appointed to be paid in such proportion and to such several persons, as in the complainant's bill is mentioned, and particularly the sum of five thousand two hundred and seventy seven pounds ten shillings, was appointed to be paid to sir L. T. who was then intermarried with the now complainant, and since deceased; but as touching the intention of E. G. and of the trustees in the bill named, that the same money should not be paid to sir L. T. until he had made such settlement on the complainant as in the bill is mentioned, or what discourses were between them relating to the said settlement, or of sir L. T.'s being sued to compel him to make the same, this defendant is a stranger thereto. But this defendant saith, that there was a meeting appointed at before sir L. T.'s death, touching this defendant's paying of his purchase money; and this defendant hearing that L. C. in the bill named was to receive part thereof, this defendant appointed the said C. to be present at the said meeting, and E. G. being acquainted that the said Mr. C. did attend accordingly, after some time, a person was sent out of the room by E. G. to tell Mr. C. who was in another room, that the other persons who were to receive the purchase money were not present, and therefore nothing could be then done, or to that effect. And this defendant saith, that upon a further discourse then had with Mr. C. and Mr. M. two of the trustees, touching the said five thousand two hundred and seventy seven pounds ten shillings, they, together with the said E. G. did forbid this defendant to pay the same to Mr. C. or to any other, till further order, or to that effect; and at another time, after the report of sir L. T.'s death, when this defendant paid other persons that were to receive other parts of the purchase money, this defendant was again, by the said E. G. and the two trustees aforesaid, forbid

forbid the payment of the said money to the said Mr. C. or any other person, or to that effect. And this defendant saith, that afterwards, as he believes, the other defendant R. M. on his serving a subpoena on this defendant to answer the now complainant's bill, might tell this defendant that he should not pay the said money payable to sir L. T. otherwise than as the court of Chancery should direct, or to that effect: but this defendant doth not remember that the said Mr. M. or any other person, ever demanded the said money of this defendant on the part of the said complainant; and this defendant believes he might say to the now E. G. after this defendant had been forbidden to pay the said money, as aforesaid, that he this defendant would not pay the said money until he had first acquainted the said E. G. with it, or words to that effect. And this defendant saith, that notwithstanding the conveyances were executed at such time as in the bill is mentioned, yet this defendant denies that he retarded the perfecting of the said conveyances, or refused payment of the purchase money, but was ready to pay the same, in case these differences which did arise touching the payment thereof had been settled. And this defendant doth confess, that he having employed Mr. K. and Mr. H. in transacting the said purchase, and preparing the purchase deeds, this defendant believes the deeds were left in the hands of the said Mr. K. and H. or one of them. And this defendant saith, that difference arising touching this defendant's payment of the purchase money, he confesseth there was a meeting at B. Q.'s in the bill mentioned, but there was not then any accommodation of the differences; and the said E. G. being then accused of some matters, on which accusation he was then in custody; and although this defendant might hear the said E. G. was innocent of it, yet this defendant was advised by his counsel, it was not safe for him to pay the said money until the said E. G. was discharged: and this defendant denies that he ever declined the said purchase, but was always willing and ready to pay the said purchase money to the several persons who ought to receive the same, whenever this defendant could safely pay the same. And this defendant saith, that the said L. C. after the report of the said sir L. T.'s death, having shewed this defendant some letter or order to receive the said money, or part thereof, and having made a demand of the same of this defendant, and

and having exhibited his bill in this court against this defendant for the same; and this defendant having likewise heard of some right or title the now complainant pretends thereto, he this defendant was advised, it was not safe to pay the said money until the pretences of the said parties were first determined, and therefore this defendant submits himself to this honorable court, to whom he ought to pay the said five thousand two hundred and seventy seven pounds ten shillings, he having kept such a sum by him without making any interest of the same, always ready for that purpose, and is ready to pay the same to such person as this honorable court shall direct, he being indemnified for so doing, and being legally discharged thereof, and paid his costs of this suit, and of the said suit brought against him by the said L. C. And this defendant denies the combination charged in and by the said bill, without that, that, &c.

The further Answer of the same Defendant,

THIS defendant, saving as in his former answer he hath already saved, for further answer to the complainant's said bill of complaint saith, that an act of parliament being passed for the sale of the estate of E. G. deceased, for payment of the said several sums of money in the said act particularly mentioned; this defendant did contract for the purchase of the manor of C. and other lands and tenements in the parish of A. in the bill mentioned, for the sum of seventeen thousand five hundred pounds, which was, by the trustees in the said act named, appointed to be paid in such manner as in the bill is set forth; and particularly the sum of five thousand two hundred and seventy seven pounds ten shillings was to be paid to sir L. T. since deceased. And this defendant further saith, that conveyances were executed accordingly by E. G. and the trustees, on or about the tenth day of March, in the year

year of our Lord, one thousand seven hundred and eighty seven. And this defendant further saith, that the said E. G. was the next day, (to the best of this defendant's remembrance) committed to the tower, but the particulars of the accusation, or the crime laid to the charge of the said E. G. this defendant knows not, but hath heard that the said E. G. was not guilty of the matters whereof he was accused. And this defendant confesseth, that some time after the said E. G. was committed to the tower, as aforesaid, there was such meeting at the house of B. Q. as in the bill is alledged, between the persons in the bill for that purpose named; and this defendant believes he may have heard the said E. G. was bailed out upon security to appear at the King's Bench, as in the bill is mentioned; but this defendant believes that the said E. G. was not absolutely discharged until the last day of Trinity term last; and this defendant being advised by his counsel, he could not safely pay his purchase money till the said E. G. was finally discharged of his said imprisonment; this defendant confesseth, that he did not pay any part of the purchase money until the thirteenth day of December last. And this defendant confesseth, that at the said meeting at B. Q.'s house, there might be such or the like proposals as in the bill, but nothing was agreed upon, none of the said persons being willing to run any hazard of the loss of the said money; and this defendant believes, that the said trustees and their counsel might thereupon at that time, press this defendant to quit the said purchase and reconvey his said estate, affirming there were several persons that were desirous to buy the same, and give as much or more than this defendant, notwithstanding such accusation and imprisonment of the said E. G.; but this defendant acknowledgeth he did refuse to reconvey the said estate, having kept the purchase money in his hands a considerable time, and being then willing and ready to have paid his money, if he could have done it safely; and this defendant believes he might be told, that a bill should be forthwith filed against him, to compel him to proceed or quit the said purchase. And this defendant further saith, that it is true, that some time after the said meeting, this defendant was informed that K. B. and T. E. had commenced a suit in this court against this defendant, to compel this defendant to pay them their shares of the purchase money, or to reconvey his said

purchased premises to the said trustees, or to some such effect, as in the bill is alledged ; and this defendant believes he might be served with process to appear and answer the said bill, and that an attachment might issue against this defendant for not answering the said bill ; but upon this defendant's declaring to T. E. that this defendant doubted not but to agree the matter, or to that effect, the said T. E. promised this defendant that no advantage should be taken thereof, or to some such effect ; and soon after the said matter was agreed, and the said B. and E. were paid their proportions or shares of the purchase money accordingly. And this defendant saith, that by reason of such disputes, the perfecting the purchase was delayed, and there arising farther disputes between the said E. G. and this defendant, touching the interest of the purchase money, a meeting was appointed at on or about the ninth day of May last, and L. C. in the bill named, claiming some part of the purchase money, by virtue of some order or appointment from sir L. T. as the said C. affirmed, this defendant acquainted the said C. with the said meeting, who accordingly attended it, but the parties not meeting according to their appointment, nothing was done at that time ; and the said E. G. did then, and not before, (to the best of this defendant's remembrance) forbid this defendant to pay any of the purchase money to sir L. T. or his order, and this defendant did thereupon promise the said E. G. that he would not part with any of the money out of his hands without first acquainting him the said E. G. or the trustees, or some of them therewith ; but this defendant doth not remember that the said E. G. or the trustees, or any of them, declared sir L. T. should not be paid till he had made a settlement, or that they would have sued him to compel him to make such settlement but for his privilege of parliament, or that they the said E. G. and the trustees, or any of them, did then, or at any other time, make such or any other declaration, to the effect in the bill, in this defendant's presence. (to the best of this defendant's remembrance) And this defendant further saith, that a second meeting being appointed on or about the seventh day of June last, in order to settle the differences between the said E. G. and this defendant about the interest, and in order to pay the purchase money, as was appointed to be paid by the deeds of purchase, this defendant, to prevent disputes for the future, and that he might quietly enjoy the

the estate so purchased by this defendant, did allow the said E. G. a considerable sum of money for the interest of the whole purchase money, the said E. G. (to the best of this defendant's remembrance) alledging, that he was not obliged to pay K. B. T. E. or fir L. T. till July then next, but how the matters between them was agreed, this defendant knows not. And this defendant saith, that all disputes about interest between this defendant and the said E. G. were adjusted that evening; and this defendant was then informed that fir L. T. died in the morning of the same day; and this defendant did at the same time pay T. E. and K. B. their proportions of the purchase money, by delivering to them goldsmiths notes for the same, payable to themselves or bearer; and this defendant at the same time gave his own note to the said E. G. for the interest money, and gave a goldsmith's note to G. H. to give to F. N. for his share of the purchase money, upon his executing the conveyances: and this defendant knows nothing of K. B. and T. E.'s refusing to accept him this defendant for their paymaster. And this defendant saith, that this defendant's said purchase money lay at the goldsmith's ready to be paid at the time the conveyances were executed; and this defendant had taken the goldsmith's notes for the monies payable to the respective parties, who were entitled to receive the same; but the said E. G. being committed to the tower, this defendant did some time after cause the same to be changed into this defendant's own name; and this defendant did, about nine days before the said disputes were ended, and money paid, as aforesaid, take the said notes which were then delivered to the said several persons, as aforesaid, in the said person's names. And this defendant saith, that the same night the said disputes were ended and the monies paid, as aforesaid, and not before K. B. and T. E. did execute such conveyances, and the said E. G. and the said trustees did then consent the said conveyances should be delivered to this defendant, this defendant not desiring to have them before: and this defendant did then and thereupon execute a counterpart thereof, and directed G. H. to carry the conveyances the next day to F. N. to be executed by him, and to take his receipt for his share of the purchase money. And this defendant saith, that he was not present when the receipt endorsed on the said conveyances was subscribed by fir L. T. but this defendant believes he might,
about

about the time in the bill mentioned, hear F. K. in the presence of L. C. one of the trustees, speak of carrying the conveyances to sir L. T. and L. C. not opposing it, this defendant was satisfied therewith, and believes the said conveyances were accordingly carried. And this defendant acknowledgeth, that sir L. T. and R. L. pressing this defendant for the money payable to sir L. T. before the said E. G. was discharged from his imprisonment, and the disputes between him and this defendant ended, this defendant did refuse to pay the same, and for the same reasons did refuse to pay to L. C. the monies demanded by him, when he applied himself to this defendant for the same, but the certain time when, this defendant doth not remember: and this defendant doth not remember that either the said sir L. T. or L. C. or either of them, or any person on their or either of their behalf, offered this defendant any abatement or gratuity in consideration of him this defendant's paying them, or either of them, the said money; but this defendant confesseth, that some time after the death of the said sir L. T. L. C. offered to give this defendant security to save him this defendant harmless, if this defendant would pay the monies to him, but this defendant refused to pay the same to him, for that this defendant had been forbid by the said E. G. to pay the monies either to sir L. T. or L. C.; and this defendant had promised the said E. G. not to part with the said money without acquainting him the said E. G. or the trustees therewith; and T. E. afterwards also served this defendant with a subpoena, to answer a bill in this court at the now complainant's suit, and had also forbid this defendant to part with the money without the order of this court: and this defendant believes, that the conveyances, after they were executed, were left in the hands of F. K. and G. H. and this defendant never demanded the same of them until after he had paid all his purchase money, except such part thereof as belonged to sir L. T. and knows of no agreement that the said conveyances should lie in the hands of G. H. and F. K. in trust for all parties, nor remembers that there was any discourse to such effect, or any such thing mentioned: and this defendant doth not remember any discourses between the said E. G. and L. C. and T. E. in the bill mentioned, or any of them, about keeping private or concealing from sir L. T. what money was appointed to be paid

to him, nor what debates might arise about the same; but this defendant believes, that upon his asking the said E. G. or some of the company what he should do with the five thousand and odd pounds in his hands, they or some of them told him he must keep it till further order from them, or to that effect, and believes, that the said persons, or some of them, might then say, that the said money was part of the lady T.'s portion, but doth not remember that the said persons, or any of them, said that E. G. had a right to retain the same, in regard there was no settlement made upon her, or words to that effect, without that, that, &c.

The further Answer of L. C. and M. C. Esqrs. two of the Defendants, to the Bill of Complaint of Lady T. Complainant.

THE said defendants for further satisfaction of this honorable court, for answer to the several exceptions taken by the complainant to their former answer, say, as they are advised, that their former answer by them put in to the said complainant's bill, is sufficient to all the material charges thereof, howbeit they these defendants and either of them, for a further answer thereunto say, they did not know, hear, or were informed until some few days before the death of sir L. T. that the conveyances to K. D. were executed by E. G. and the trustees, nor do they know or did hear, or were informed of, the time when the said deeds were so executed by the said E. G. and trustees, or whether in the month of June, or any other time, save as aforesaid; nor how long before the purchase money was paid; nor do these defendants or either of them, know or were informed the certain time when the said E. G. was committed to the tower, nor whether the conveyances were executed the same day the said E. G. was committed to the tower, or any other day, nor when he was bailed, but they heard he was discharged in or about Easter term last.

last. And these defendants say, they did hear K. D. did after the said E. G.'s commitment refuse to pay the purchase money; but the certain time when they heard the same, or from whom, they these defendants or either of them, say they cannot remember. And these defendants, and either of them further say, they did not know, hear or were informed by G. H. or any other person, after the said E. G. was discharged, nor till after the said sir L. T.'s death, that the said E. G. did insist, that the said K. D. ought to pay interest for all the purchase money, from the executing the conveyances until it should be paid; nor do these defendants, or either of them, know or were informed how long the said disputes about the interest lasted or continued, or what the debates were touching the same, nor doth it any way concern them, as they conceive; and these defendants, and either of them say, they do not know nor were informed by G. H. or any other, that H. B. and T. E. would not accept of the said K. D. for their paymaster, and discharge the trust estate, nor do these defendants know or have been informed otherwise than by the complainant's bill, of any bill or suit in this honorable court, by them the said H. B. and T. E. brought, that they might be satisfied their portions out of the trust estate; and these defendants do severally say, they do not know, have heard, or were informed by the said G. H. or any other person or persons, or otherwise than by the complainant's bill, that the conveyances to K. D. did remain deposited in the hands of G. H. and F. K. in trust for the benefit of all parties concerned therein, and to be delivered out either to the said K. D. or to the said E. G. and the said trustees, according as they should afterwards agree among themselves, as by the bill is set forth and pretended, or upon any other account whatsoever; and these defendants further severally say, they did not know, hear or were informed till after the death of the said sir L. T. of G. H. or any other person, of the meeting at B. Q.'s, nor do know what matters or business were there treated or advised on behalf of the said K. D. E. G. and trustees, or any of them, nor of depositing the purchase money in a third person's hands, until the said E. G. should be discharged, or be lent out to the Exchequer, nor what scruples the said K. D. made, or that he would not pay the purchase money till the said E. G. was finally discharged; nor do these defendants know, or were informed, what was then agreed or not agreed to by the said parties,
nor

nor any of them, or that their counsel did press the said K. D. to quit the said purchase, and reconvey the said estate, or that there were other persons that were desirous to buy the same, nor were these defendants informed that the said K. D. was then, or at any other time told a bill should be filed against him, to compel him either to quit the purchase or proceed therein; nor did these defendants know, hear, or were informed, till after the death of the said sir L. T. by G. H. or any other, that a suit was commenced against K. D. by H. B. and T. E. or any other person, to compel him to pay them their shares of the purchase money, or to reconvey the premises to the trustees or quit the purchase; nor did these defendants know, or were informed, that any bill was filed, or any proceedings made in the suit, or of any attachment taken out against the said K. D. or that he was several times told by the trustees in the bill named, or any other, that he should be arrested thereupon; and these defendants and either of them further say, they do not know, nor were informed by G. H. or any other, that K. D. did decline the said purchase; but these defendants confess, they did hear and were informed that K. D. had money lying ready in the goldsmith's hands, for the paying the purchase money so soon as the said E. G. was discharged, but the precise time when they were so informed, or by whom, these defendants cannot remember; nor do these defendants know, have heard, or were informed that K. D. did, after he heard of the said E. G.'s imprisonment, deliver up the said goldsmith's notes, and took other notes to himself, or disposed of the said money, or any part thereof, for other purposes, or whether he did not take any goldsmith's notes afterwards, till he and the said E. G. had ended their disputes about interest; but this defendant C. saith, that on or about the twenty first day of January last, when the said K. D. came to this defendant's shop, and did appoint him to meet in the same afternoon at about receiving the money so assigned to him by the said sir L. T. he the said K. D. then told this defendant he had taken goldsmiths notes for some of the said purchase money; but these defendants severally say, they know not, have heard, or were informed, otherwise than by the complainant's bill, when the disputes about interest between the said E. G. and K. D. were ended; and these defendants and either of them further say, they do not believe, or have heard, or been informed, that when T. E. carried the convey-

conveyances to the said sir L. T. to be executed, that he signed a receipt indorsed thereupon, for his part of the purchase money, that it was all done without the privity, knowledge or consent of the said K. D. E. G. or the said trustees, or any of them; but these defendants do severally say, they believe and doubt not but it will be made appear, that the said deeds were so carried by T. E. and the receipt made, and all got executed by and with the direction, consent or knowledge of the said K. D. E. G. and trustees; and this defendant C. further saith, and denieth he had private, or any intimations from the said G. H. or F. K. or any other, how the said purchase proceeded, or what likelihood there was of accommodating any disputes relating thereunto, till in or about the month of January last; and this defendant C. saith, he did after the twenty first day of January last, and not before, when he had the said sir L. T.'s further order, several times earnestly request the said K. D. to pay the said five thousand two hundred and seventy seven pounds ten shillings to him; and he did hear that R. L. had often before pressed K. D. to pay the said money to sir L. T.; but this defendant C. denies that he, or the said R. L. or any other to his knowledge, or with his privity or direction, either before or after the said sir L. T.'s death, did offer the said K. D. any manner of abatement, allowance or gratuity, if he would pay the said money; but this defendant believes that K. D. was more cautious and fearful of trouble than he had any just reason for, and that made him delay and refuse to pay the said money to this defendant, although he safely might and ought to have paid the same, as this defendant is advised and humbly conceives; and these defendants severally deny they made any application to the said G. H. and F. K. or either of them, to produce the deeds for sir L. T. to execute; but this defendant C. saith, notice was sent him, and as he remembers, R. L. did also leave word for this defendant to attend on F. K. on the said twenty first day of January last, to see sir L. T. execute the said conveyance; and accordingly he saith he did go with F. K. and did see sir L. T. execute the said conveyance in manner as this defendant hath in his former answer set forth; and as this defendant remembers and believes, he heard and was informed that sir L. T. did himself then send to the said F. K. and G. H. to bring the said conveyances to be executed by him the said sir L. T.; and this defendant C. denies he knew, or was informed, or heard otherwise than
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by the complainant's bill, that the said E. G. and B. C. and S. A. or any, or either of them, did endeavour to keep it private from the said fir L. T. and R. L. that they had appointed any part of the said purchase money to be paid to the said fir L. T. or that therefore he was not desired to meet at B. Q.'s, as by the bill is pretended; but this defendant saith, he believes and doubts not but to prove the contrary thereof, and that the said fir L. T. and R. L. had notice long before the said assignment made by the said fir L. T. to this defendant, of the money in K. D.'s hands; that the same was ordered and appointed by the said trustees to be paid out of the said purchase money, to the said fir L. T. or his assigns, upon his executing of the said deeds of purchase to K. D. as was done accordingly by him the said fir L. T. as this defendant hath before set forth; and these defendants further severally say, they or one of them, received the said assignment of ten thousand pounds portion from the said fir L. T. about a week after the same bears date, as near as these defendants can remember; and the defendant C. saith, the three thousand pounds by him lent to the said fir L. T. was all paid to his order, and for his use, and more monies were advanced and paid for him by this defendant, before the date of the said assignment of the said ten thousand pounds portion; and both of these defendants say, that the defendant C. did pay in the said one thousand pounds by him lent to the said fir L. T. by his order to the defendant C. some short time after the receipt of the said assignment from the said fir L. T. but the exact time he cannot remember; and this defendant C. saith, the said one thousand pounds so lent by the defendant C. was afterwards really and *bona fide* paid by this defendant C. by the order and for the account of the said fir L. T. at the several times, and to the several persons, and in manner as he this defendant hath particularly set forth in his former answer, and in the accounts or schedules annexed to this defendant's former answer; and these defendants severally answer and say, they were not present at the sealing of the said assignment of the said ten thousand pounds portion by the said fir L. T. for that the same was duly sealed and executed by him in the country, as these defendants believe and doubt not to prove to this honorable court; and the said fir L. T. sent the said assignment up with a letter under his own hand, directed to this defendant C. to satisfy him, that he the said fir L. T. had according to the agreement, signed and executed

the said assignment for the security of the said monies so really lent and paid as aforesaid; and these defendants, and either of them say, they did not advance or pay any more money at the date, or on the receipt of the said assignment from the said sir L. T. other than the sum of one thousand pounds, which was so lent and paid by the defendant C. in manner as aforesaid, to the order and for the account of the said sir L. T. ; and these defendants do severally deny that they or either of them, were before or at the time of the delivery or executing the said assignment, or at the time it bears date, or at any time before or after the date or delivery thereof, until after the death of the said sir L. T. told, did hear, or in any manner did apprehend or think that the complainant's friends would dispute the payment of the said portion, or any part of it, or that these defendants or either of them, should or would be hindered from receiving any part of the said portion, until some time after the death of the said sir L. T. and then they these defendants say, they heard the same from the said K. D. as they well remember; who then, and not before, declared, that the said E. G. and some or one of the said trustees, had directed or ordered him not to pay the said money in his hands to this defendant C. or any other, till further order from them the said E. G. or trustees, some or one of them, or words to the very same effect; howbeit these defendants say, they were credibly informed, and hope to prove to this honorable court, that the complainant after the death of the said sir L. T. and before she obtained letters of administration of his personal estate, did declare she was well satisfied of the just dealings of the defendant C. and of the money which was due to him; and therefore she the complainant did then further declare, she would give order to K. D. to pay the said money in his hands to the defendant C. soon after she had taken out letters of administration of her said husband's personal estate, or words to that or the same purport; and these defendants say, they did thereupon rest satisfied, and did forbear entering any caveat as before they intended, and were advised to oppose the said complainant in taking out such letters of administration, as they or one of these defendants might lawfully have done, as they were advised; and these defendants further say, that the defendant C. did not deal with sir L. T. himself, as the defendant C. hath understood by him, about lending the said sum of one hundred pounds, but with
R. L.

R. L. his counsel, who on the said sir L. T.'s behalf, did treat and agree with the said defendant C. about lending the said sum, and did agree that the said sir L. T. should and would make such assignments as herein before is mentioned, for security of the said sum of one thousand pounds, and for the security of the monies so due to the defendant C. as aforesaid; and these defendants do confess they did hear, or were informed that the said sir L. T. had borrowed considerable sums of money for his buildings and other occasions; but how he was incumbered they did not know, nor had the said sir L. T. any cash then in this defendant C.'s hands; but they say they did not then believe nor were informed, the said sir L. T. was so much incumbered as since they have heard and do understand; and these defendants, and either of them, do say, that the defendant C. had not cash to near the value of one thousand pounds, in the defendant C. his hands when he lent the said sum to the said sir L. T. but this defendant C. saith he called in monies purposely, and raised the sum of one thousand pounds, and then paid, or ordered it to be paid in to the defendant C. for the said sir L. T.'s use in manner as aforesaid; and both these defendants do deny that the defendant C. did lend the said sum of one thousand pounds to the said sir L. T. but the same sum was so lent by this defendant C. in manner as aforesaid, and was his own money; and these defendants do severally deny that it was agreed, or that the defendant C. did agree, that all the securities which he had from the said sir L. T. should be a security to the said C. for his monies which he so lent to the said sir L. T.; and these defendants do, and either of them do deny that the said C. is any ways answerable, or bound by any promise, agreement, or otherwise, to make good the said monies, or any part thereof to the said defendant C. which he so lent to the said sir L. T. as aforesaid, nor did this defendant C. ever make this defendant C. any promise to make good the said one thousand pounds, or any part of it to him; and these defendants, and either of them, do further answer and say, that the said sir L. T. was no otherwise indebted unto them these defendants, or either of them, at the time of his decease, other than what they have set forth in their former answer, and as appears thereby, and by the schedules thereunto annexed; nor had these defendants, or either of them, any more or other claims or demands of the said sir L. T. at his death, other than as are set forth
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and expressed in their former answer, and the said schedules thereunto annexed; but this defendant C. saith, since the putting in his former answer, he hath truly paid six and twenty pounds for one year's rent for the farm of W. to the officers of the city of Dublin, they threatening to make void the lease for the nonpayment of the said rent; and for that reason this defendant C. did pay the said six and twenty pounds, and took an acquittance for the same, and humbly hopes he shall be repaid the same by the complainant, and that the complainant will take order for the future to discharge the said rent, and to indemnify this defendant from all trouble and damage that may happen to this defendant upon account thereof, or that this defendant shall secure himself the best way he can by the said lease, and hopes the complainant will now take some course to see the said rent paid for the future; and this defendant C. further saith, that all the sums set down and charged in his former answers, and in the schedules thereunto annexed, to the best of his knowledge are all the sums of money which he ever received or paid upon account of the said sir L. T. save only the said sum of six and twenty pounds, since paid upon his account for the rent of W. farm as aforesaid; and this defendant C. doth deny, to the best of his knowledge or remembrance, that there was or were any other dealings, transactions or bargains, between him this defendant C. and the said sir L. T. and R. L. his agent, or either of them, than what are mentioned and expressed in his said former answer, and the schedules annexed thereunto, to which this defendant refers, and in this his answer set forth; and this defendant C. further saith and denies, that there was any absolute agreement between the said sir L. T. and this defendant, for a fourth or other part or share in the said farm of W. but only a proposal for the said sir L. T. to grant to this defendant one fourth part or share therein, paying a proportion of what the said sir L. T. paid for the same, which this defendant was then willing to have accepted and paid; but the said agreement was never perfected, nor any grant or assignment thereof made to this defendant, nor did he, or any to his use, to his knowledge, or for his account, ever receive, take, or had any of the profits, rates or duties of the said farm of W. nor can this defendant set forth or give any account thereof; and this defendant C. further saith and denies, that he had or made any other dealings, transactions, contracts or bargains, with the
said

said sir L. T. or with the said R. L. about the debts and portions due to the orphans and others from the city of Dublin, other than as is mentioned in this defendant's former answer, and is herein after expressed, that is to say, the said sir L. T. as this defendant believes, having intrusted and employed the said R. L. to buy several of the said orphans and others debts, this defendant believes the said R. L. accordingly did buy several debts of several persons or orphans due from the city of Dublin, for the use, and upon the account of the said sir L. T. but how many, or the certain number of such debts so by him bought, or what, or how much he paid for them, this defendant doth not know, nor can set forth, otherwise than as herein after is mentioned; and this defendant believes the said R. L. did buy some of the said debts in the name of this defendant C. but the same was by him the said R. L. done and transacted without the privity, consent or knowledge of this defendant C. only the said R. L. told this defendant, that the said sir L. T. did desire he might make use of this defendant's name in some of the assignments, and this defendant doth verily believe, that so many of the said debts bought by the said R. L. in this defendant's name, were bought with the money of the said sir L. T. and in trust for him, for that the said R. L. did after he had bought the same, viz. on or about the ninth day of April, one thousand seven hundred and ninety one, declare to this defendant that he had purchased several of the said debts in this defendant's name, in trust for the said sir L. T. and then also declared it was the said sir L. T.'s direction and order, that this defendant C. should assign the said debts so bought in his name, over to the said R. L. for his the said sir L. T.'s use, and accordingly this defendant saith, he did on or about the ninth day of April, one thousand seven hundred and ninety one, go with the said R. L. to the chamberlain's office belonging to the said city of Dublin, and did then and there consent and assign over, as the manner is there used, the several debts following, and no more, to the said R. L. and which are all the debts which were bought or purchased as afore-said, in this defendant's name to his knowledge or belief, and as appears by the books in the said chamberlain's office of the city of Dublin, to which for more certainty this defendant refers, which debts are as followeth, viz. June the eleventh, one thousand seven hundred and ninety one, one W. C. assigned to L. C. of Dublin, goldsmith, as appears

appears by the said books, one thousand six hundred and fifty pounds, which this defendant assigned to the said R. L. the eighth of August, one thousand seven hundred and ninety one, for which said debt this defendant believes R. L. did pay five hundred and thirty seven pounds ten shillings, because he had such a sum of the said fir L. T.'s money about that time, as this defendant finds by his accounts, and as appears by the schedules annexed to his former answer. And on the eighteenth of June, one thousand seven hundred and ninety one, one O. L. as appears by the said books, assigned a debt of five hundred and fifty pounds to this defendant C. And on the seventeenth of July, one thousand seven hundred and ninety one, one V. A. as appears by the said books, assigned a debt of six hundred and seven pounds to this defendant C. and the same day H. and C. B. as also appears by the said books, did assign a debt of one thousand eight hundred and eleven pounds, seventeen shillings and sixpence to this defendant C. but what, or how much this defendant R. paid for the said three last mentioned debts, this defendant saith he doth not know, nor was informed, nor can discover by any of this defendant's accounts, or otherwise; and which three last mentioned debts or sums, this defendant did on the said eighth day of August, one thousand seven hundred and ninety one, assign over to the said R. L. And on the eighteenth day of July, one thousand seven hundred and ninety one, M. E. as appears by the said books, did assign to this defendant C. a debt of four hundred pounds, which debt this defendant did also assign to the said R. L. on the said eighth day of August, one thousand seven hundred and ninety one, and for which debt the said R. L. paid, as this defendant is apt to believe, the sum of one hundred and twenty two pounds four shillings, for that this defendant finds he had such a sum of the said fir L. T.'s money about the same time, as appears by the accounts and schedule annexed to this defendant's former answer. All which said debts or sums of money so bought in this defendant's name, and assigned by this defendant as aforesaid, to the said R. L. do now stand so entered in the said books, remaining in the said office belonging to the chamberlain of the said city of Dublin, and not assigned, released, paid, or any ways discharged, as this defendant is informed and verily believes. And this defendant saith, he did lately cause a caveat to be entered in the said books, with one of the clerks of the said office, to prevent as much

much as lies in this defendant's power, that the said debts may be secured, as also the interest for the same, for the use of the complainants; and this defendant hopes the complainant will take more effectual care to secure the same, the said R. L. being made a defendant also in this cause, to make him account for the interest, if he hath received any, for the said several debts, and to assign or reconvey the same to the complainant, and to whom she shall appoint, and to discharge this defendant from the same. And this defendant positively denies that he ever received any interest or other profits of or upon the account of the said several sums of money or debts so purchased as aforesaid, or any or either of them. And this defendant C. also denies that he did agree with the said sir L. T. or with R. L. or either of them, or with any other person whatsoever, to be a partner, or go any share in the purchase of any of the said debts with the said sir L. T. or the said R. L. and this defendant believes, and hath been informed, the said R. L. bought several other debts of the orphans and others, due from the said city; but this defendant cannot set forth the particulars thereof, nor what he paid for the same, nor which were so bought by him in trust for the said sir L. T. but must refer the complainant to the books in the said chamberlain's office, and to the said R. L. who can discover the truth of all the said matters; for this defendant C. saith, he was not privy or made acquainted by R. L. or any other person, to any of the contracts made for the purchasing the same debts, or any or either of them, nor did this defendant act, or meddle, or treat, in any of the said bargains about buying the said debts, but was altogether a stranger, and unacquainted therein. And this defendant C. further saith, that he believes a further reason why the said R. L. neglected to get this defendant's accounts stated and signed by the said sir L. T. was for that the three hundred pounds which he pretended was due to him, not being included in the said accounts, if the same had been then stated and signed, the said R. L. would have failed in his expectation of receiving, as he pretended he was promised by the said sir L. T. the said three hundred pounds out of the said monies in the said K. D.'s hands, when the same had been paid to this defendant, as the said R. L. did seem to declare he was in hopes to have; but this defendant absolutely refusing to charge the said three hundred pounds in this defendant's accounts, or to intermeddle therein, the said R. L. seemed
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not well pleased, and therefore also did seem careless or negligent in getting this defendant's accounts allowed by the said sir L. T. as he might have done, as this defendant verily believes, and knows of no other reason why the said R. L. refused or neglected to get this defendant C. his accounts stated or signed, without that, that, &c. And humbly prays as in their former answer they have prayed.

The Answer of M. Lady T. one of the Defendants to the Bill of Complaint of L. C. Complainant.

THIS defendant, saving to herself all advantages of exception to the insufficiencies of the said bill, for answer thereunto saith, that her late father E. G. esquire, deceased, did by his last will and testament in writing, bearing date on or about the tenth day of May, one thousand seven hundred and seventy five, in one or more codicils annexed thereunto, give and devise to this defendant the portion of ten thousand pounds, to be paid at her age of eighteen years, or day of marriage, which should first happen; and did appoint the same to be raised and paid out of a term for ten years, and one or more terms for ninety nine years, of and in divers manors, messuages, lands, tenements, and hereditaments, limited by the said E. G. for the raising of that and other portions and sums of money. And this defendant saith, that she attained her age of eighteen years before she intermarried with sir L. T. lately deceased, and hath received two hundred and fifty four pounds two shillings and sixpence in part of the said portion. And this defendant further saith, that the remainder of the said portion, being the sum of nine thousand seven hundred and forty five pounds seventeen shillings and sixpence, was further and better secured for the benefit of this defendant by a late act of parliament, made in the eighteenth year of the reign of his present majesty, entitled, "*An act for the better securing the portions, debts and legacies given and owing by E. G. esq;*" but the

the said nine thousand seven hundred and forty five pounds seventeen shillings and sixpence is not by the said act made payable to the said sir L. T. as by the said complainant's bill is pretended: by which said act of parliament the messuages, lands and hereditaments, purchased by the said K. D. in the bill named, together with divers other lands and hereditaments, are vested in H. A. P. S. B. C. and I. B. and their heirs in trust, (amongst other things) by mortgage or sale thereof to raise money for satisfaction of the said remainder of this defendant's said portion. And this defendant saith, that she was prevailed with to marry the said sir L. T. on or about the thirteenth day of June, one thousand seven hundred and ninety one, when she was under the age of twenty one years, and that the said sir L. T. died the fifth day of September, one thousand seven hundred and ninety two, intestate, for ought this defendant knoweth to the contrary. Whereupon this defendant obtained letters of administration to be committed to herself, in the prerogative court of this kingdom, of the debts, rights and credits of the said sir L. T. as by the said letters of administration under seal of that court more at large may appear. And this defendant saith, that some of her relations did before the said marriage, treat with the said sir L. T. for the settlement of a jointure upon this defendant, in case she survived him; and the said sir L. T. did before the said marriage, promise and agree to settle a rent-charge of fifteen hundred pounds a year upon this defendant for her life, to be issuing out of all, or a sufficient part of his manors, lands and hereditaments: and this defendant trusting to his performance of the said agreement, did thereupon intermarry with him, and after the said marriage, until the time of his death, the defendant's relations, and also the said trustees, or some of them, and F. N. who was one of the overseers of the will of this defendant's father, and their counsel and agents, or some of them, did declare, that the said remainder of this defendant's said portion should not be paid, or at least that part of it which was appointed to be paid out of the said K. D.'s purchase-money, until the said sir L. T. should settle the said rent-charge, or some other sufficient jointure on this defendant, and the rather in regard the said sir L. T. by reason of his privilege (he being a member of parliament) could not be compelled by any suit to perform the same; of which matters so by them declared, the said sir L. T. and the said K. D. and G. H. and F. K. herein

after named, or one of them, had notice, as this defendant believes; and the said sir L. T. did several times during the said marriage, declare or promise that he intended and would make the said settlement; but it so happened that he died before he performed the same; and all his manors and lands are incumbered with very great debts, as this defendant is informed and believes, and the greatest part of them held by leases and copies of court-roll, so that this defendant cannot have the benefit of dower, of and in the same premises, without great suits and troubles, and the value of such dower is very much less than the said rent-charge of fifteen hundred pounds per annum, agreed to be settled; wherefore this defendant doth claim the said remainder of her portion, and particularly that part of it, being the sum of five thousand two hundred and seventy seven pounds ten shillings, appointed to be paid out of the said K. D.'s purchase-money, in her own right, and to her own use; and doth insist, that the said K. D. ought to pay the said five thousand two hundred and seventy seven pounds ten shillings to her this defendant, and she is ready and willing to give him a receipt and discharge for the same, and humbly hopes that this honorable court will allow her interest for the same, from the time it ought to have been paid. And this defendant further saith, that she believes it to be true, that the said K. D. did purchase from the said trustees the messuages, lands and hereditaments in the bill for that purpose mentioned, and hath heard that in the conveyances thereof, the said sum of five thousand two hundred and seventy seven pounds ten shillings, part of the said purchase money, is appointed to be paid to the said sir L. T. and that the residue of the said purchase-money is appointed to be paid in several proportions to this defendant's brother H. B. and to the said F. N. and to T. E. in satisfaction of their demands by virtue of the said will and act of parliament. But in case the said sum of five thousand two hundred and seventy seven pounds ten shillings is so appointed to be paid, it was during the minority and coverture of this defendant, and without her consent and privity, and ought not in justice and equity to have been paid to the said sir L. T. until he had made the settlement before mentioned. And this defendant is informed, and doubts not to prove, that the said trustees and this defendant's brother H. B. were so sensible thereof, that they made such appointment with an intent and design to induce the said sir L. T. to make
such

such settlement, and that they, or some of them, or their counsel, as also the said F. N. did so declare unto the said K. D. and the said G. H. several times to or in the presence of the said K. D. and of the said G. H. at the house and in the presence of B. Q. and at other times and places, and forbid them to pay the same five thousand two hundred and seventy seven pounds ten shillings to the said sir L. T. till further order; and that the said appointment of the payment of the said sum of five thousand two hundred and seventy seven pounds ten shillings to the said sir L. T. was voluntarily inserted in the said deeds by the said trustees, without the privity or knowledge of the said sir L. T. or this defendant, to the intent that when they should make him acquainted with the same, they might prevail with him to make the said settlement; and that they apprehended it was in their power to retract or alter the said appointment, in case he should refuse so to do. And this this defendant further saith, that she is informed, and doubts not to prove, that the said conveyances were executed by the said E. G. and the trustees in or about the month of June, one thousand seven hundred and ninety two, but that no part of the purchase money was then paid, for that it happened that the same or the next day the said E. G. was committed to the tower for high treason, which afterwards appeared to be grounded upon the evidence of a person that was afterwards, by direction of his majesty, prosecuted for the same, and convicted of perjury. And saith, that she is informed, and doubts not to prove, that by reason of the said accusation and commitment of the said E. G. the said K. D. was advised by his counsel not to proceed in the said purchase, and declared he would not proceed therein, and thereupon altered the goldsmith's notes which he had prepared for payment of the purchase money, and made payable to the parties who were to receive the same, and took new notes for the same payable to himself, and that the said H. B. and T. E. declared they would not accept of the said sums so appointed to be paid to them for payment in discharge of their demands out of the trust estate, and that thereupon the said conveyances were deposited in the hands of the said G. H. and F. K. who were the persons that transacted the said purchase between the said K. D. and the said E. G. and trustees, to be delivered back to the said E. G. and trustees, in case the said purchase did not proceed, or if it did, to be delivered to the said K. D. upon his payment
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of the purchase-money. And this defendant saith, that she hath heard, and doubts not to prove, that some short time after the said E. G. was so committed, there was a bill exhibited in this court by the said H. B. and T. E. against the said E. G. and trustees, for satisfaction of their demands, either out of the said trust-estate, or the said purchase-money, and also against the said K. D. to compel him forthwith to proceed in the said purchase, or to quit the same, and that the said K. D. appeared thereunto, and took out a copy of the bill, and was prosecuted to an attachment for not answering the same; and the said E. G. was not totally discharged from the said accusation till the last day of Easter term then next following; in all which time the said K. D. declined to proceed in the said purchase, and then after the end of that term he began to make his application to the said E. G. and trustees, or some of them, that he might have liberty to proceed in the said purchase; but the said E. G. to whom the surplus of the said trust-estate did belong, and who was the only person, as she hath heard, that articted with him for the said purchase, declared that the said K. D. should not have the said purchase unless the said K. D. would pay him interest for the purchase-money, from the time of executing the said conveyances, until the time that the said purchase-money should be actually paid, and that thereupon the said K. D. did submit and agree to pay interest for the same accordingly, with a deduction of the sum of fifty pounds, or thereabouts, which the said E. G. voluntarily remitted unto him; but this defendant doth insist, and doubts not to prove, that the said agreement between the said E. G. and the said K. D. for the proceeding in the purchase and payment of the said interest money, was not made till after the death of the said sir L. T. that is to say, upon the fifth day of September, one thousand seven hundred and ninety two, at night, and the said sir L. T. died the morning of that day, and then after the death of the said sir L. T. the said K. D. did pay to the said H. B. T. E. and F. N. their proportions of the said purchase-money, and thereupon the said conveyances were delivered by the said G. H. by the consent of the said E. G. and the said trustees, or one of them, and the said K. D. did then execute a counterpart of the said conveyance, and not before; and it then appearing upon producing the said conveyances, that a receipt was indorsed thereupon, bearing date on or about the first day of the same September, subscribed by
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the said fir L. T. acknowledging that the said K. D. had paid to the said fir L. T. the said five thousand two hundred and seventy seven pounds ten shillings, the said K. D. declared that he had not paid the same; whereupon the said G. H. acquainted the said E. G. and parties then present, that the said fir L. T. at the same time when he signed the said receipt signed a note, appointing the said money to be paid to the complainant; but the said E. G. thereupon did forbid the said K. D. to pay the said money to the said complainant; and presently after this defendant had notice thereof, the said I. B. on behalf of this defendant, did forbid the said K. D. to pay the said money to the said complainant, or to any other person, and did demand the money for this defendant, or to that effect, as the said I. B. informed this defendant. And this defendant further saith, that she is informed, and doubts not but it will so appear, that the said conveyance was carried by the said F. K. to the said fir L. T. in the time of his sickness, and that the said receipt was indorsed thereupon without the privity or knowledge of the said K. D. or of the said trustees, or of the said E. G. and that the said K. D. as soon as he had notice thereof, and of the said note appointing him to pay the said five thousand two hundred and seventy seven pounds ten shillings to the said complainant, did refuse to pay the same, so that the said complainant had a just occasion to resort to the said fir L. T. for further or other security of the money due to him; but this defendant doth insist, that the carrying the said conveyances to the said fir L. T. by the said G. H. and F. K. or one of them, was a breach of the trust in them, and such a contrivance whereby the complainant ought not to have benefit, nor this defendant be prejudiced; and whereas the complainant doth pretend that the said fir L. T. by writing bearing date the tenth of June, one thousand seven hundred and ninety two, did assign to him the said complainant, this defendant's said portion of ten thousand pounds, in consideration of a sum of one thousand pounds then advanced, and for further securing the sum of three thousand pounds due to him from the said fir L. T. on a recognizance acknowledged to him by the said fir L. T. before that time, this defendant is informed that no such distinct sums of three thousand or one thousand pounds were advanced and really paid to the said fir L. T. at the time of acknowledging the said recognizance, or of the date of the said pretended assignment of the said portion,
but

but that there was an open current account between the said sir L. T. and the complainant, and that the said complainant being a banker and cashier for the said sir L. T. had in the compass of one year, received above the sum of twenty five thousand pounds of the said sir L. T.'s money, and that he hath not sufficient orders and vouchers for justifying many of the payments and allowances which he bringeth in discharge of the said monies so received by him, and that he was accountable to the said sir L. T. as he was a trustee, and otherwise, for great sums of money; and this defendant being not satisfied with the said accounts, hath a bill depending against him in this honorable court, for discovery and relief touching all the accounts and transactions between the said sir L. T. and the said complainant, to which the said complainant hath put in an answer, and annexed an account; and this defendant is informed, that upon a just account to be taken of the demands of the said complainant, many of the sums for which the said complainant hath made the said sir L. T. debtor will be disallowed; however, this defendant doth insist, that the said pretended assignment of the said portion to the said complainant, and the note of the payment of the said five thousand two hundred and seventy seven pounds ten shillings to him, are but in the nature of letters of attorney, which are determined and become void in point of law, by the death of the said sir L. T. and that in case the said five thousand two hundred and seventy seven pounds ten shillings, due from the said K. D. were the money of the said sir L. T. this defendant as his administratrix, hath the only right in law to receive and give a legal discharge for the same, and that this defendant hath good right in equity to retain the same to her own use; but this defendant doth insist and rely upon it, that the said five thousand two hundred and seventy seven pounds ten shillings due from the said K. D. never was the money of the said sir L. T. but the same is become the money of this defendant, and is part of the purchase-money raised and become due by sale of part of this defendant's father's estate, chargeable with payment of this defendant's portion, and that the said purchase was not completed till after the death of this defendant's said husband. And this defendant insists, that she hath as she conceives and is advised, the only right to receive the said five thousand two hundred and seventy seven pounds ten shillings, from the said K. D. and that the same ought not to be paid to the

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the complainant, and the rather for that the complainant is in no danger to lose his money, as this defendant is advised, for that his recognizance affects the real estate of the said sir L. T. and stands as a security to him for what shall appear due to him on the balance of his account. and this defendant is informed that the personal estate is considerable, although much of it is not yet come to this defendant's hands; and the said complainant hath been offered, as this defendant is informed by her agents, that if he would amend his bill, and pray a satisfaction out of the real and personal estate, in case his demands upon this defendant's portion should not avail, that this defendant would do all things which she lawfully could to assist him in his obtaining satisfaction out of the real and personal estate, for what upon a just account should appear due to him, and this defendant is still ready so to do; and particularly there are several thousand pounds due to the said sir L. T. on mortgage from M. W. which for ought this defendant knows, were not assigned by the said sir L. T. to any of his creditors, and remain to be received as part of the said sir L. T. his personal estate; and this complainant was offered, as this defendant is informed, that he should have satisfaction out of the said mortgage, and this defendant is still willing he shall be satisfied out of the said same, so as she be indemnified therein by this honorable court; but nothing it seems will please the complainant but to be paid out of this defendant's portion, which at present is all she hath to trust to, to support herself, she having not yet received any thing out of the said sir L. T.'s real or personal estate, which as she is advised, she can retain to her own use. And this defendant traverseth without that, that, &c.

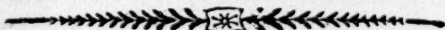
The several Answer of K. D. one of the Defendants, to the Bill of Complaint of I. P. Complainant.

THIS defendant, saving to himself now and at all times hereafter, all advantages and benefits of exception to the manifold uncertainties and imperfections of the complainant's said bill, for answer thereunto, or unto
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so much thereof as materially concerneth this defendant, as he is advised, to make answer unto, he answereth and saith, that after such or the like act of parliament, for enabling such persons trustees in the said act named to sell such part of the estate of the said E. G. for payment of such debts, portions and other sums of money therein mentioned, was procured and passed, as in the bill is set forth, to which this defendant for his more certainty refers; he this defendant did agree and contract for the purchase of the manor of H. and divers lands and hereditaments in the parish of A. in the county of K. for the sum of seventeen thousand five hundred pounds, of which said sum this defendant believes, there might be five thousand two hundred and seventy seven pounds ten shillings appointed to be paid to sir L. T. since deceased, who married M. one of the daughters of the said E. G. and such other sum to other persons in the bill named: and this defendant believes, there might be such indenture tripartite of the fourth of June, one thousand seven hundred and eighty eight, and made between the said E. G. and his wife, and such other persons and this defendant, executed as in the complainant's bill is also set forth. And this defendant saith, that he having employed F. K. and G. H. scriveners of Dublin, to transact the said purchase, this defendant left the manner of execution of the said deed to their care and management; and this defendant was not present himself at the execution thereof by sir L. T. but believes the said sir L. T. might give such discharge for the said sum of five thousand two hundred and seventy seven pounds ten shillings, as in the complainant's bill is mentioned; and believes that sir L. T. might write a letter directed to this defendant, touching the payment of the said five thousand two hundred and seventy seven pounds ten shillings to the complainant, but this defendant is not able to set forth the contents thereof, the same not being in his custody; and this defendant believes, that about the month of January, one thousand seven hundred and eighty six, the now complainant might shew some order or letter which the complainant might say was from the said sir L. T. but this defendant refers himself to the contents of the said letter or order, when the same shall be produced; but saith, it was after the report of sir L. T.'s death when the complainant shewed this defendant such letter or order as aforesaid: and in regard the said sir L. T. was dead, this defendant did
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not think it safe to pay the said money on the said order, until he had some order or direction of the now E. G. the payment thereof having before been forbid by the said E. G. and two of the trustees: and this defendant doth acknowledge, that having heard the complainant was to receive some part of the said money, this defendant did sometime before the said sir L. T.'s death, appoint the said complainant to meet this defendant at to settle the said matter, and this defendant attended there at the time appointed, where the complainant also attended, and sir L. T. being acquainted that the complainant also attended there in reference to the matter aforesaid, a person was sent out to the complainant to acquaint him, that the said E. G. said, that the other parties who were to receive the purchase money were not present, so nothing could be done, or to that effect. And this defendant saith, that upon a further discourse then had with L. C. and T. E. two of the trustees, touching the said money, they, together with the said E. G. forbid this defendant to pay the same to the complainant, or any other person till further order, or to that effect: and at another time, after the report of sir L. T.'s death, when this defendant paid other persons who were entitled to receive other parts of the said money, this defendant was again by the said E. G. and the two trustees above mentioned, forbid the payment of the said money to the complainant: and this defendant confesseth, that he did not pay the rest of the said purchase money to the other persons to whom the same was to be paid, till after it was reported that sir L. T. was dead. And this defendant saith, that he always had his money ready to pay to such persons who ought to receive the same, and hath kept the said sum of five thousand two hundred and seventy seven pounds ten shillings and upwards by him, without making any interest of the same. But this defendant saith, that the other defendant the lady T. widow of the said sir L. T. hath or pretends to have some right or claim to the said money, as administratrix to her deceased husband, and hath exhibited a bill in this honorable court against this defendant to have the said money, and therefore this defendant craves the direction of this honorable court, how he shall pay the said money, and that on his payment thereof he may be discharged and indemnified, and have his costs of this suit, and also the lady T.'s suit; and this defendant denies the combination charged in and by the said bill, without that, &c.

The Complainant exhibiting his Bill for Redemption and Account of Profits; the Defendant pleads in Bar thereto, setting forth the Original Lease, his Assignment thereof to the Complainant, the Complainant's Mortgage thereof to M. N. her assignment of the Mortgage with the Complainant's Consent to P. G. subject to Redemption by Complainant P. G. his Assignment to P. J. upon condition to reassign to P. G. upon payment, &c. P. J. and the Complainant's Assignment to C. T. with condition to reconvey to the Complainant on payment, &c. C. T. his Assignment to the Defendant by the Complainant's Consent, except a certain small Close; the Defendant's Indenture of Defeazance to the Complainant, the Complainant's failure of Payment, the Defendant's Entry on the Premises, and afterwards an Endorsement on the Deed of Defeazance, releasing the Covenants therein, and Equity of Redemption, and another Indenture of Assignment from the Complainant and C. T. of the Close excepted; and by his Answer denies Combination, sets forth the Value, and that he purchased for a valuable Consideration.



THE said defendant, by protestation, not confessing or acknowledging all or any of the matters or things in the said complainant's bill of complaint contained to be true, in such manner and form as the same are therein and thereby set forth and alledged; as to so much thereof as seeks the redemption of the tenements and lands herein after mentioned, or to have an account of the profits, or to be otherwise relieved touching the same, and to all other the matters and things in the said complainant's bill contained, and not herein afterwards answered unto, this defendant doth plead in bar thereto, and for plea saith, that the complainant, on or about the tenth day of May, in the year of our Lord, one thousand seven hundred and eighty one, being possessed and interested of

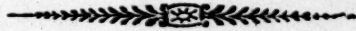
of and in all that toft and copyhold tenement in C. aforefaid, which was formerly burnt, wherein the complainant dwelled, with the yard, garden and flip of land at the weft end of C. and the fmall clofe by B. with the limekiln therein being; all which were formerly J. K.'s for and during all the reft and refidue of a term of ninety nine years then to come and unexpired, if W. T. A. his wife and L. his daughter, or either of them, fhould live fo long, granted by S. R. efquire to the faid W. T. by indenture of leafe dated, &c. and which the faid W. T. afterwards, to wit, by indenture dated, &c. had affigned to the faid complainant, he the faid complainant in and by one indenture bearing date, &c. in confideration of fifty pounds to him the faid complainant in hand *bona fide* paid, by M. N. widow, did grant, bargain, fell and affign the faid premifes, and all his eftate and intereft therein, to the faid W. T. her executors, administrators and affigns, but with a proviso therein contained, for making the fame void, in cafe the complainant fhould pay to the faid W. T. the faid fifty pounds, with the intereft thereof, on the firft day of January then next coming, as in and by the faid indenture, may more fully appear. And this defendant further faith, that by one endorfement or deed endorfed on the back of the faid laft mentioned indenture, bearing date, &c. fhe the faid W. T. in confideration of forty five pounds, being the remainder of the money fecured by the faid laft indenture to her in hand paid by P. G. did, with the complainant's confent, bargain, fell and affign the faid premifes, and all her eftate and intereft therein during the faid term, to the faid P. G. his executors, administrators and affigns, but fubject to be redeemed by the faid complainant on his payment to the faid P. G. of the faid forty five pounds and intereft, as by the faid deed endorfed more fully it doth appear. And this defendant for further plea faith, that by another endorfement or deed endorfed, bearing date, &c. the faid P. G. for the confideration of thirty pounds to him in hand paid by P. J. did bargain, fell and affign the faid premifes, and all his eftate and intereft therein, to the faid P. J. his executors, administrators and affigns, but upon condition that the faid P. J. fhould reassign the fame to the faid P. G. on payment of thirty one pounds fixteen fhillings, on the feventh day of May, as in and by the faid laft endorfement or deed endorfed, may more fully appear. And this defendant for further
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plea faith, that by indenture bearing date, &c. had and made between the complainant and the said P. J. of the one part, and T. C. merchant of the other part; reciting the said original lease from S. R. esquire to the said P. G. and that the tenements in question were, by good ways and means in the law, come to and vested in the complainant, in consideration of ten pounds paid to the complainant, and of thirty pounds paid to the said P. J. the complainant and the said P. J. did grant, bargain, sell and assign to the said C. T. his executors, administrators and assigns, the tenements in question, and all their estate, term and interest therein; in which last indenture there is also a proviso, that in case the complainant should pay to the said C. T. forty one pounds four shillings on the sixth day of June then next following, then the said C. T. was to reconvey the said premises to the said complainant, as in and by the said last indenture, may more fully appear. And this defendant for further plea faith, that by an endorsement or deed endorsed on the back of the said last indenture, bearing date, &c. the said C. T. in consideration of twenty eight pounds to him by this defendant *bona fide* paid, by and with the consent and agreement of the said complainant, he the said C. T. did likewise by the complainant's consent, assign the said premises, except the said small close in the original indenture particularly mentioned, and all his estate, term and interest therein, to him the said defendant. And this defendant further faith, that in and by one indenture, bearing date, &c. made between this defendant of the one part, and the complainant of the other part, reciting the said last endorsement; he this defendant did thereby signify and declare, and did also covenant with the complainant, that if the complainant should pay this defendant twenty eight pounds ten shillings upon the eleventh day of July then next coming, that then this defendant would reconvey the said premises, except before excepted, unto the complainant, as in and by the said last recited indenture, may more fully appear. And this defendant for further plea faith, that the complainant failed in payment of the said twenty eight pounds ten shillings, and thereupon this defendant entered into and upon the said premises, and became possessed thereof, and afterwards, to wit, by an endorsement or deed endorsed on the backside of the said last recited indenture of defeazance, bearing date, &c. he the said complainant, in

in consideration of the sum of ten pounds of lawful Irish money to him in hand really and *bona fide* paid by this defendant, did absolutely remise and release to this defendant, his executors, administrators and assigns, the covenants in the said indenture of defeazance contained, and all benefit and equity of redemption of the tenements therein mentioned, and all his estate, right, title, interest, claim and demand, as well in equity as in law, of, in and to the same. **TO HAVE AND TO HOLD** the said premises, with the appurtenances, unto the said defendant, his executors, administrators and assigns, for and during the remainder of his term, and interest therein discharged, and free from all benefit and equity of redemption whatsoever, as in and by the said last recited release, may more fully appear. And this defendant by way of plea further saith, that by indenture bearing date, &c. made between the complainant and the said C. T. of the one part, and the defendant of the other part, reciting the said original lease from S. R. to the said W. T. and that afterwards, by divers good ways and means in the law, the same was come to complainant and to the said C. T. they the said complainant and the said C. T. in consideration of the sum of twenty five pounds five shillings to them, or one of them, by this defendant in hand *bona fide* paid, did absolutely bargain, sell and assign, and set over unto the defendants, all that the aforesaid small close above recited, containing in length seven hundred and forty feet, and the whole breadth from the river of A. to the way leading to R. together with all ways, waters, easements, profits, commodities, advantages, emoluments and hereditaments whatsoever to the said close belonging or appertaining, and all his estate and interest therein; to hold to him this defendant, his executors, administrators and assigns, for and during all the rest and residue of the said term, for years then to come and unexpired, if the lives aforesaid, or either of them, should so long live, as in and by the said last recited indenture, may more fully appear; and that the same was an absolute purchase of the said premises, without any proviso, condition, covenant or agreement for making void the same upon the payment of any sum of money whatsoever. And this defendant for further plea saith, that immediately after the sealing and executing the said two last deeds, he this defendant became a real and absolute purchaser of the said premises for a valuable consideration, and

and accordingly entered thereupon, and hath ever since quietly enjoyed the same, and is well entitled thereunto, and doth insist that he hath a good, absolute and indefeazable estate therein, during the continuance of the said estate for years, determinable on the lives aforesaid, and that he is not accountable for the rents and profits unto the complainant, and that he ought to retain the deeds and evidences which concern the said premises for the maintenance of his title thereunto, and therefore pleads the said matters in bar to such part and so much of the said bill as seeks to be relieved against the said purchase, or any discovery of the writings touching or concerning the same, as aforesaid, and humbly demands the judgment of this honorable court, whether he shall be compelled to make any other answer to such part of the said complainant's bill as aforesaid; and for answer to so much of the said bill as is not above pleaded unto, he this defendant denies all combination in the complainant's bill charged, and likewise denies the said premises are of the yearly value in the complainant's bill mentioned, or of any greater yearly value than above five pounds per annum. And saith, he knows not that the complainant was possessed of any other tenements or hereditaments whatsoever, other than the premises in this defendant's plea mentioned, and saith, he claims no other, nor hath nor knows of any deeds, evidences or writings, or of any estate belonging to the complainant, save only such as concerns the premises in this defendant's plea mentioned; and this defendant denies that he ever made any other covenant or agreement with the complainant, or any other person whatsoever, touching or concerning the redemption of the said estate, but what is mentioned in this defendant's plea; and this defendant doth verily believe, that the said purchase money paid by the defendant for the said premises, was a full and valuable consideration for the same at the time of the said purchase made, without that, that, &c.

The Defendants plead a Verdict to part of the Complainant's Bill, and Demur to the other part, for that there is no ground or foundation of Equity for the Complainant to make a Decree, and that if they were surprized at the Trial at the Common-Law, they ought to move for redress in the same Court; and for that B. Wife of H. J. one of the Lessors, is not made a Party.



THE said defendants, by protestation, not confessing or acknowledging all or any of the matters or things in the bill mentioned to be true, in such manner and form as the same are therein and thereby set forth, for plea they jointly and severally say, that the complainant, on or about the ninth day of June last, did exhibit his bill of complaint into this honorable court against these defendants, and against B. the now wife of this defendant H. J. thereby setting forth his the complainant's pretended title to the messuage or tenement, stable and premises in the bill mentioned, by and under the will of A. D. in the bill named, which will the complainant did thereby set forth to be remaining in the prerogative court, and in such other manner as in the complainant's now bill is set forth, and complaining that these defendants and the said B. the wife of the defendant H. J. intending to disinherit the complainant, did pretend title to the tenement, stable and out-rooms therein mentioned in the complainant's possession, and that they were not the same premises devised by the will, and supposing that the complainant had no witnesses to prove the same, or that they were very antient, whereby they could not live long, these defendants had disturbed the complainant's possession: and that this defendant S. H. gave out, that he intended to enter on the premises, and to commence suits for recovery thereof, but refused to discover his title, and for that the witnesses to the will, and who could prove the complainant's title and the enjoyment, and that the houses claimed by these defendants to be by
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the same devised, were very antient and infirm, and in case they should die before they were examined, the complainant might be prejudiced; therefore that the defendant S. H. might discover his title and under whom he claims, and by what deeds, and what he knew or had heard touching the said will and the said tenement, stable and out-rooms thereby devised, and whether they were not the same that were devised; and might answer all other the premises, and that the complainant's witnesses might be examined in this court for the preservation of their testimonies, and that the complainant and his heirs might have the use and benefit thereof, and that he might have an answer and discovery and be relieved in the premises, was the scope of that bill. Whereunto this defendant S. H. did soon after put in his answer, and did thereby set forth the truth of his knowledge, and of what he had heard as to the said will of the said A. D. and as to the complainant's title to the tenements devised, that the complainant then had and enjoyed the same, which was all that was devised to the said H. and his wife, and this defendant conceived: but as to the two messuages or tenements in the bill mentioned, lately built on certain ground near thereunto, by E. F. who was lessee for years under the defendant S. H. did thereby set forth, that the said two messuages, with the stable and ground whereon the said two messuages were built, then were not nor ever were parcel of the tenement, stable and premises devised by the said A. D. to the said H. and his wife, but were part of other tenements, ground and possessions of the said A. D. and which were by him devised to G. H. in the bill named, and his heirs, from and under whom the defendant S. H. had and claimed title (amongst other things) to the said two messuages and stable: he this defendant S. H. and those under whom he claimed, having, ever since the death of the said A. D. until about twelve months then before, quietly enjoyed the said stable and the said two houses, and the ground whereon the same were built by the said E. F. and constantly had or received the rent thereof. And this defendant S. H. did thereby farther set forth, that he did not know or believe, or ever heard, but then lately by the complainant and his agents, that the two houses and stable, or any part thereof, were ever the same or part of or belonging to the messuage devised to the said H. and his wife, or to that effect, wherein

wherein the complainant hath examined several witnesses, as by the said bill, answer and deposition remaining as of record in this honorable court, it doth and may appear. And these defendants further aver and say, that G. H. the son of the said H. the devisee, for a valuable consideration, having well conveyed, as these defendants are advised, the said stable and the ground and place whereon the said two houses are built, amongst other things, and without any exception to Q. R. deceased, and his heirs, near forty years since, under whom this defendant S. H. claims the same: and this defendant S. H. and those under whom he claims, having been in possession, and received the profits of the ground or place whereon the said two houses now stand, he this defendant S. H. did demise the same by lease to the said E. F. for a term of years yet enduring, at a yearly rent, who entered thereinto, and erected the said two messuages and tenements at his own costs, and afterwards, for a good and valuable consideration, assigned the same to this defendant H. J. and to B. his wife, who received the rents and profits thereof till within these two years last past, when the complainant got into the possession thereof; by virtue of which said lease and assignment this defendant H. J. and the said B. his wife, are, as these defendants are advised, well entitled to the said two houses or tenements during the said term, the reversion or inheritance thereof being in the defendant S. H.; and this defendant H. J. and the said B. his wife being purchasers thereof, and the complainant having gotten into possession, as aforesaid, they, in or about Trinity term last past, brought an action of trespass and ejectment in his majesty's court of Exchequer in Ireland against the complainant, in the name of F. E. their lessee, for the recovery of the possession thereof, whereunto the complainant having appeared and pleaded, the same came to be tried at the last assizes for the county of G. before justice K. at which time the complainant's counsel informing the judge that it would be a long cause, it was put off on their motion to be tried the last cause at that assizes, and a time appointed by the judge for the trial thereof, which came on accordingly in the presence of the complainant's counsel and witnesses, who were fully heard, and this defendant H. J. and the said B. his wife having produced and proved the deed of purchase, and proved a good title to the said two houses by and under the

saïd lease made by this defendant S. H. who, and those under whom he claimed, having had near forty years possession since the saïd purchase from the saïd last mentioned G. H. and thereupon, and upon producing the registry of the saïd will, which, by reason of the length of time, was admitted to be good evidence; this defendant H. J. and his wife's lessee in the ejectment, obtained a verdict against the complainant for the saïd two houses or tenements, which was all that they declared for, as by the proceedings thereof remaining of record in the saïd court of Exchequer, it doth and may more fully appear: all which matters these defendants do plead in bar to the complainant's saïd bill of complaint, and to the discovery and relief thereby prayed; and these defendants do also demur to so much of the saïd bill as is not herein after answered, and for cause of demurrer say, that the complainant's bill contains not any ground or foundation of equity, wherein this honorable court can or may afford the complainant any decree or relief against these defendants, as they are advised, for that the matters therein set forth are merely triable by a jury, at and by the common law of this kingdom, and may and ought to be there offered and given in evidence, and ought not to be drawn unto any further examination into this court, especially in regard the saïd former bill and proceedings are still depending, whereon the complainant hath had or may have such discovery, and such aid and assistance as to the examination of his witnesses as he prayed, or is usually afforded or can be afforded, as these defendants are advised; and also for that in case the allegations of the complainant's bill were true, that the complainant could not produce his witnesses at the saïd trial, which with his counsel were then absent, whereby he was surprised, as is pretended, the complainant may and ought to make his application to the saïd court where the saïd action was brought, for a new trial, or for such other direction or rule therein as they shall think fit, who are the proper judges thereof, or else the complainant may bring such action or actions at law for the recovery thereof, if he have any title, as he shall be advised: and for that the saïd B. the wife of the defendant H. J. who is one of the lessors, and is a joint tenant with this defendant her husband, is not made a party to the saïd bill; and therefore, and for the reasons in the plea set forth, these defendants do demur in law to the saïd bill,

bill, and humbly demand the judgment of this honorable court, whether they shall be compelled to answer to so much of the said bill; but for answer to the residue thereof, they these defendants do jointly and severally deny all manner of fraud, practice, combination or confederacy whatsoever, by the bill laid to their charges, or otherwise howsoever, and humbly pray to be hence dismissed with their costs and charges in this behalf most wrongfully sustained.

Plea of Acquittance in Bar.

THE said defendant, by protestation, &c. as to such part of the said bill as demands an account of and concerning any matters and things transacted between the complainant and this defendant, at any time before, and until, &c. this defendant does plead thereunto; and for plea saith, that after, &c. that is to say, upon the said day, &c. the complainant and this defendant did make up, state and settle an account in writing, then delivered to the complainant, of the said, &c. and of all matters and things thereunto relating, or at any time before the said, &c. being depending between the complainant and this defendant; and the complainant, after a strict and deliberate examination of the said account, and every particular thereof, did approve and allow of the said account, and actually receive all monies due on the balance of the said account; and thereupon the same day, &c. the complainant did give to this defendant, a receipt or acquittance under his hand, which is in these words, viz. "*Received this day, of &c. from A. C. the sum of, &c. being in full of all accounts to this day; I say, received by me E. N.*" (or the said complainant, by a receipt or acquittance, bearing date, &c. did acknowledge the receipt of the sum of, &c. from the defendant, in full of all accounts) as in and by the said acquittance, under the hand of the said complainant, and ready to be produced to this honorable court, may

may appear ; and this defendant does plead the said account stated, the payment of the said monies, and the said receipt or acquittance, in bar to such part of the said bill as demands an account from this defendant, for any matters or things in the bill mentioned, on or before the said, &c. and humbly demands the judgment of this honorable court, whether he shall make any other or further answer to that part of the complainant's said bill of complaint ; and for answer to the residue of the said bill, this defendant saith, &c. and prays to be dismissed with costs, &c.

Readings and Observations on Pleas.

What is a good Plea, and what not.

THE defence proper for a plea must be such as reduces the cause to a particular point, and thence creates a bar to the suit, for not every good defence in equity is likewise good as plea. *Chapman v. Turner*, 1739. 1 *Atkyns* 54.

The defendant may plead to the bill ;

To the jurisdiction of the court ; as, that the parties dwell within a county palatine, and the suit is for land there, or matters local. *Semb. Ca. Ch.* 41. *Vide Franchises* (D. 9.)

But when only one party dwells there, or it be for a thing personal, it is no plea. *Ca. Ch.* 41.

So it is no plea, that the university has consuance in all causes in law or equity, where a scholar is a party ; for that does not extend to matters of mere equity. *R.* 2 *Vent.* 362.

Plea to the jurisdiction of Chancery, (or of any other of the king's superior courts of general jurisdiction) must shew what other court has jurisdiction. *E. Derby v. D. Athol, H.* 1748. 1 *Vezey* 202.

A plea which covers too much, cannot be allowed for part ; as, a plea to the jurisdiction, where plaintiff has a right to a discovery, tho' not to relief. *Ibid.*

Or

Or if a rectory is devised to a college, in trust, to present the senior divine then fellow, defendant cannot plead to the jurisdiction, as being in the visitor. *Green v. Rutherford*, P. 1750. 1 *Vezey* 462.

But if an information is brought for relief against an undue election to a fellowship in a college, defendant may plead that there is a visitor who has the sole determination of such matters. *Attorney General v. Talbot*, H. 1747. 3 *Atkyns* 662. 1 *Vezey* 78.

To the disability of the plaintiff; as, that he is excommunicated; and that shall be shewn under the seal of the ordinary. *Vide Practical Register in Chancery* 277, 8.

[That plaintiff is an alien born, and an alien infidel, not of the Christian faith, is not a good plea to a bill for a personal demand. *Ramkissenseat v. Barker* 1737. 1 *Atkyns* 51.]

[In the plea of an alien, defendant must aver that the person was an alien, or it is no bar. *Burk v. Brown*, T. 1742. 2 *Atkyns* 397.]

[Plea of conviction of capital offence, must be judged with equal strictness here, as if at common law. *Ibid.*]

[Therefore, that A. gave B. a mortal wound, of which, &c. without saying in what part, is bad. *Ibid.*]

[Or if it says he was tried at the assizes, without saying the person who tried him had a commission of oyer and terminer, it is bad. *Ibid.*]

That he is outlawed in another cause; and the outlawry shall be shewn *sub pede sigilli*. *Vide Practical Register in Chancery* 276.

But outlawry in the same cause for which relief is prayed, is no plea, but shall be disallowed of course, as for delay, and the plaintiff shall pursue his process for other answer, and 5 marks costs. *Ord. per Cla. Rules and Orders of Chancery* 97. *Vide Practical Register in Chancery* 277.

And when outlawry in another cause is reversed, the plaintiff upon payment of 20s. to the defendant, shall take a subpoena against him to answer the same bill. *Ord. per Cla. Rules and Orders of Chancery* 98. *Vide Practical Register in Chancery* 277.

So, by order in the Exchequer, if a plea of outlawry be admitted or allowed, and the outlawry be reversed, the plaintiff paying the costs, shall take out a new subpoena to answer his bill. *Vide Rules and Orders in Exchequer* 5, Rule 10.

If one defendant pleads outlawry in the plaintiff, it is good only for himself. *Ca. Ch.* 3.

Outlawry of an executor is no plea to a suit as executor. 1 *Ver.* 184.

[Plea

[Plea for want of parties, is in bar to the whole bill, discovery and relief. *Plunket v. Penfon*, T. 1740. 2 *Atkyns* 51.]

[Plea that the bill is only against representative of real, and not of personal estate, must be allowed, tho' suspected only for delay. *Ibid.*]

[Unless it is suggested that the representation is contesting in the ecclesiastical court. *Ibid.*]

[It is a good plea to a bill for discovery of assets, that the administrator is not a party, tho' he is acknowledged to be insolvent. *Ashhurst v. Eyre*, P. 1740. 2 *Atkyns* 51.]

So a defendant may plead another suit depending in the same, or another court for the same cause. *Ord. per Cla. Rules and Orders of Chancery* 98, 99. *Ca. Ch.* 241.

[Plea that another action is depending in another court for the same thing, is bad; for plaintiff need not make his election till defendant has answered. *Jones v. E. Strafford*, M. 1730. 3 *P. W.* 79.]

[That the bill is for the same matter for which plaintiff brought another bill, is not a good plea, if the last is brought in a different right; as, if the first is as executor of administrator, the second as administrator *de bonis non* &c. of intestate. *Huggins v. York-buildings Company*, T. 1740. 2 *Atkyns* 44.]

[To support a plea of a former decree, so much of the former bill and answer must be set forth, as to shew the same point was then in issue. *Child v. Gibson*, T. 1743. 2 *Atkyns* 603.]

[A decree in a former suit for the same matter, cannot be pleaded till it is enrolled. *Anon.* 1754. 3 *Atkyns* 809.]

[But it may be insisted on by way of answer. *Kensley v. Kensley*, T. 1754. 2 *Vezey* 577.]

[A former decree signed and enrolled, in which plaintiff was an infant, is a good plea, for an infant plaintiff is bound by a decree as one of age. *Gregory v. Molefworth*, H. 1747. 3 *Atkyns* 626.]

Or, another bill dismissed for the same cause. *Vide* 1 *Ver.* 310.

Tho' the decree for the dismissal be not signed, or enrolled. 1 *Ver.* 310.

[If the representative of a co-administrator brings a bill of revivor and supplemental bill, for the same thing that the two administrators had brought one for before, which, upon the death of one, the other had dismissed, such dismissal is a good plea, *Bowden v. Beauchamp*, M. 1740. 2 *Atkyns* 82.]

[Plea

[Plea of decree of foreclosure and non-payment is not good, if there has been no final order to foreclose, whatever length of time has elapsed; but it may be a good defence. *Senhouse v. Earl*, T. 1752. 2 *Vezey* 450.]

In the Exchequer, if the plaintiff admits this plea of a former suit depending, he shall pay 40s. If it is allowed on the hearing by the court, 3l. costs. *Vide Rules and Orders in Exchequer* 6. *Rule* 13.

If there be another suit for the same cause at common law, the defendant may move, that the plaintiff may make his election at a day to be fixed by the court, where he will proceed.

So the defendant may, in Chancery, plead another suit dismissed in the Exchequer for the same cause. *Vide Ca. Ch.* 155, 6.

Otherwise, if the dismissal was, without prejudice in law or equity. *R. Ca. Ch.* 156.

[A bill dropt for want of prosecution, cannot be pleaded as a decree of dismissal to another bill; nor is it sufficient that the court implied there was no title when they dismissed the bill, an absolute determination of the court that plaintiff had no title, must be shewn. *Brandlyn v. Ord*, M. 1738. 1 *Atkyns* 571.]

A plea of a former suit ought to shew that the defendant was served with process, or appeared. *Abr. Ca.* 39.

But to a bill by A. against B. for a foreclosure, a former bill in the Exchequer by B. for redemption, is no plea. 1 *Ver.* 220.

A plea of former suit shall be without oath; for it ought to be referred to a master whether there be such a suit. 1 *Ver.* 332.

[A plea of another suit depending for the same matter, must set forth when it was instituted. *Foster v. Vassal*, M. 1747. 3 *Atkyns* 587.]

[If a creditor who has come in and proved his debt before the master, under a decree at the suit of another creditor, brings a new bill, the former suit is a good plea. *Neve v. Weston*, T. 1747. 3 *Atkyns* 557.]

[If there is a decree for tithes, and the account is depending before the master, defendant may plead this suit and decree to a new bill brought; for the account in this court is taken down to the time of making the report. *Bell v. Read*, M. 1747. 3 *Atkyns* 590.]

[If an executor assents to a specific legacy, and the legatee brings *trover*, and recovers large damages; the verdict

dict and judgment is a good bar to a bill by executor to set them aside. *Williams v. Lee*, T. 1745. 3 *Atkyns* 223.]

[A plea of a foreign sentence in a commissary court in France (the *bureau des actions*) is bad. *Gage v. Bulkeley*, H. 1744. 3 *Atkyns* 215.]

And it need not aver, that the former suit is depending; for it shall be referred, and if set down to be argued, is admitted. 1 *Ver.* 332.

[If parties have agreed to make the submission to an award, a rule of court, and to be restrained from bringing a bill in equity, arbitrators may plead in bar the award, tho' it should be defective in point of law. *Lingood v. Croucher*, T. 1742. 2 *Atkyns* 395.]

[If a bill is brought against an arbitrator for discovery of the grounds of his award, he may plead he is not obliged to set them forth. *Anon.* T. 1748. 3 *Atkyns* 644.]

[An award (unless there is collusion or gross misbehaviour) is a good plea to a discovery as well as to the merits. *Tittensohn v. Peat*, T. 1747. 3 *Atkyns* 529.]

[If a plea of an award is allowed to a bill, praying a general account, yet the plaintiff is not precluded at the hearing, from objecting to the award for fraud or partiality in the arbitrators. *Lingood v. Eade*, M. 1742. 2 *Atkyns* 501.]

[If one partner brings bill for discovery and relief, against another, who pleads that by their articles, all differences relating to their partnership should be referred, that the bill relates to such only, that they have not been submitted, nor has plaintiff offered, tho' defendant has been always ready, &c. this is not good, for there should have been a clause empowering arbitrators to examine parties and witnesses on oath, which by this they cannot do. *Wellington v. Mackintosh*, P. 1743. 2 *Atkyns* 569.]

So a defendant shall plead the statute of limitations. *Vide Practical Register in Chancery* 279.

[Where defendant has been in possession of estate *pur autre vie* for 30 years, the statute of limitations is a good plea, tho' plaintiff had not the lease in his possession, and the defendant sets out that the lease had been renewed. *Low v. Burron*. P. 1734. 3 *P. W.* 262.]

[The statute of limitations is a good plea (but not a good demurrer) to a bill to redeem after the mortgagee has been in possession, many (as 30) years. *Aggas v. Pickerill*, T. 1745. 3 *Atkyns* 225.]

[Intestate dies abroad, leaving infant son, administration is granted during the minority to A. who does not sue the son

son administrator *de bonis non*, within six years of coming of age sues, yet the statute of limitations may be pleaded against him. *Wych v. East-India Company*, T. 1734. 3 P. W. 309.]

[A corporation may plead the statute of limitations, as well as private persons. *Ibid.*]

[The statute of limitations may be pleaded, tho' an original has been filed, if there have been no proceedings on it for six years. *Lacon v. Lacon*, T. 1742. 2 Atkyns 395.]

[To a note to pay an annuity, or a sum three years after date, or a sum by instalments, the plea must not be, did not promise, but that the cause of action did not accrue within six years. *Anon. H.* 1743. 3 Atkyns 70.]

[Plenary for six months is a good plea to a bill, praying that defendant, who was presented by a trustee in breach of trust, may be compelled to resign. *Boteler v. Allington*, H. 1746. 3 Atkyns 453.]

[The statute of limitations is no plea where the bill charges fraud, but it should charge that the fraud was discovered within six years before bringing the bill. *S. S. Company v. Wymondsell*, M. 1732. 3 P. W. 143.]

[The statute of limitations cannot be pleaded to the discovery when the debt was due, tho' it may be to the debt itself. *Mackworth v. Clifton*, T. 1740. 2 Atkyns 51.]

[A fine and non-claim is not a good bar to a plaintiff's title, if a suit has been pending in this court, in a case where there is proper matter of equity. *Baker v. Pritchard*, T. 1742. 2 Atkyns 387.]

[If a man enters upon an estate on the footing of a trustee, and performs the trusts, but never makes any declaration of it, and then levies a fine, a plea of this fine and non-claim shall not be allowed to bar a remainder-man. *Shields v. Atkyns*, T. 1747. 3 Atkyns 560.]

[The statute of limitations cannot be pleaded to a bill for discovery of a title, and charging fraud, but defendant must answer to the fraud. *Bicknell v. Gough*, T. 1747. 3 Atkyns 558.]

And, the privilege of the university to have consufance of pleas. *Ca. Ch.* 237. *Vide 2 Vent.* 362.

That the bill requires an answer to a matter, which subjects the defendant to a penalty, or accuses him of a crime. 1 *Ver.* 109.

[If a discovery is prayed of a contract to purchase an estate, devised to the vendor, against whom there has been

a verdict, and a receiver put in possession by Chancery, to both which this contract was subsequent, it is within *Stat. 32 H. 8. c. 9.* against selling pretended titles, which statute defendant may plead. *Sharp v. Carter, T. 1735. 3 P. W. 375.*

[If a bill is brought for relief against a policy of insurance, suggesting the ship was fraudulently lost, and that she had only wool on board, and interrogating what goods were on board, defendant may plead the statutes making exportation of wool penal; but if any other kind of goods are mentioned in the charging part, defendant must give some answer to that. *Duncaif v. Blake, H. 1737. 1 Atkyns 52.*]

[If a plea of the statute of frauds, as to a discovery, is coupled with an answer admitting the facts, the plea must be over-ruled. *Cottingham v. Fletcher, H. 1740. 2 Atkyns 155.*]

So if the bill be for a redemption, upon a suggestion, that A. conveyed to the father of the defendant in mortgage, who agreed to make a defeazance; a plea, that the land was settled in marriage on the defendant, for a consideration paid, without notice of such agreement, is good. *R. Ch. R. 9.*

[If to a bill by a creditor under a will for sale of lands for payment of debts, for discovery of title to lands in widow's possession, she pleads a deed of settlement and jointure, and offers to discover if plaintiff will confirm, it is bad, unless she set forth the particular lands, and the date of the deed. *Chamberlain v. Knapp, H. 1735. 1 Atkyns 52.*]

So a defendant shall plead to a bill for discovery of a title, that he is a purchaser for a valuable consideration, without notice of the plaintiff's incumbrance. *2 Vent. 361. Vide Post (4 I. 3. 4.)*

And need not shew for what consideration. *R. Ca. Ch. 34. R. Hard. 510.*

[A valuable consideration set forth by defendant, protects him from giving an answer to a title set up by plaintiff, but plea of bare title, without setting forth a consideration, will not. *Brereton v. Gamul, H. 1741. 2 Atkyns 240.*]

So it need not mention the time of the purchase. *R. Hard. 510.*

[But if the plea does not add, that he was a purchaser, without notice, it is bad. *R. 2 Vent. 361. Semb. 1 Ver. 179.*]

[In a plea of a purchase, if defendant say he had no notice at the time of the purchase, he need not say he had it not at any time before. *Jones v. Thomas*, H. 1733. 3 P. W. 243.]

And, without notice at the time of the purchase, is not sufficient, without saying, that he had no notice when the conveyance was executed. *R. Ca. Ch.* 34.

[If a purchase for valuable consideration without notice, is pleaded to a bill, which charges particular and special notice, a general denial of notice is not sufficient, it must deny as specially, or it will be bad. *Radford v. Wilson*, M. 1754. 3 Atkyns 815.]

[If to a bill for possession, defendant pleads purchase for valuable consideration, and that the money is paid, or *bona fide* secured to be paid, and it is in fact only secured; the plea shall be over-ruled, for he has now notice of plaintiff's title. *Hardington v. Nicholls*, H. 1745. 3 Atkyns 304.]

And notice shall be by way of answer, not by plea. *R. 2 Ca. Ch.* 161.

[If defendant in plea of purchase for valuable consideration omits to deny notice, and plaintiff replies, defendant need only prove his plea, for plaintiff might have set it down to be argued. *Harris v. Ingledew*, H. 1730. 3 P. W. 91.]

[In pleading a purchase or mortgage, the defendant must shew that the vendor or mortgagor pretended to be seized in fee. *Head v. Egerton*, P. 1734. 3 P. W. 280.]

[On a plea of a purchase for a valuable consideration without notice of plaintiff's title, it is sufficient to aver, that the person who conveyed was seized, or pretended to be seized, when he executed the purchase deeds; but where fine and non-claim is the bar, the averment must be that he was actually seized *ut de libero tenemento* is sufficient. *Story v. Ld. Windsor*, T. 1743. 2 Atkyns 630.]

So, if a defendant pleads a settlement after marriage, pursuant to an agreement before, the plea ought to shew what the agreement was. *1 Ver.* 139.

If the defendant pleads that he is a purchaser *bona fide* without notice, and denies the fraud alledged in the bill, it is not good, unless he answers to the fraud. *1 Ver.* 185.

If he does not shew the vendor seized and possessed, it is bad. *1 Ver.* 246.

If he pleads it to more than was settled for what is then due, it will be bad. *Vide Ch. R.* 143.

[If

[If under one roof there were formerly a corn-mill and a fulling-mill, which paid a modus of 6s. 8d. and the fulling wheels are taken away, and two corn-mills are put in its place, and a bill is brought for tithe of three mills, and the modus is pleaded for the one mill, it is bad in form and in substance. *Talbot v. May*, M. 1743. 3 *Atkyns* 17.]

So to a bill by an executor for an account of the profits of an estate *pur auter vie*, the defendant may plead, that the testator permitted him to take the profits for a debt, upon which he entered, and, the testator being dead, has title as occupant. *R. 2 Vent.* 364.

So to a bill for a discovery, the defendant shall plead, that what he knew was only as counsel, arbitrator, &c. *R. Ca. Ch.* 277.

So the defendant may plead, that he being a mortgagee, upon hearing of prior incumbrances, purchased an estate prior to the plaintiff's with an offer to assign, on payment of the money due upon both. *R. Ca. Ch.* 150. *Vide Post*, (4 A. 10.)

So, if a mortgagee takes a prior estate in fee, he shall not be obliged to make discovery. *D. Hard.* 173.

Otherwise, where he purchases other incumbrances. *R. Hard.* 172.

So, for a defendant to a bill for discovery of the goods of a bankrupt, it shall be a good plea, that he purchased them *bona fide*, for a valuable consideration, before a commission, and before notice of the bankruptcy. *R. 1 Ver.* 27.

[Plea of a stated account must shew it was in writing, and what the balance was. *Burk v. Brown*, T. 1742. 2 *Atkyns* 397.]

[A plea of a stated account, as to all matters herein before accounted for, is bad; it should aver, that it is just and true to the best of defendant's knowledge and belief. *Anon. H.* 1743. 3 *Atkyns* 70.]

[If a bill impeaches an account, and charges that plaintiff has no counterpart of it, defendant, if he pleads a stated account, must annex a copy of it. *Hankey v. Simpson*, H. 1745. 3 *Atkyns* 303.]

But to a bill to be relieved from a bond for the balance of an account, a plea, that the account was stated with his testator, and the vouchers delivered up, and a bond given for the balance, was over-ruled. *Ca. Ch.* 262. *Vide Post*, (2 A. 3.)

Bill for an injunction to an action for waste, because the waste alledged was an improvement; plea of the statute of Gloucester.

Gloucester, which allows an action for waste against the lessee, was over-ruled. *Ch. R.* 135.

Bill for money secured by mortgage, and also by bond; plea, that the plaintiff, in an action at law upon the same bond, was nonsuited, is not good. *Vide 1 Ver.* 77, 8.

Bill for relief against a policy, to pay without abatement, if A. died before M.; plea, that A. did die before, over-ruled. *R. 2 Ver.* 10.

Bill to be relieved against a verdict at law; plea of the verdict and judgment, and that the matter is confusable at law, and the plaintiff did there insist upon it, over-ruled. *R. 2 Ver.* 146, 155.

[If a bill is brought to set aside a will for fraud, and for a receiver, and defendant pleads that the will was duly executed, and ought to prevail till found otherwise at law, and therefore no receiver should be appointed till then, the plea is good as to the first part, but not as to the latter. *Anon. M.* 1743. 3 *Atkyns* 17.]

Bill for an account of goods sold by the sheriff upon an execution at an under-value; plea, that they were offered to the plaintiff at the same value, is good. *R. Ch. R.* 111.

[If a bill is brought against administrator for a distribution, it is not a good plea that he is not obliged to it within the year; but it shall stand for answer with liberty to except. *Hart v. King, in Sc. T.* 1720. *Bunb.* 64.]

[If the plea is to discovery and relief, when the bill prays only a discovery, it is bad. *Asgil v. Dawson, in Sc. H.* 1720. *Bunb.* 70.]

[A plea may be bad in part, yet not bad in the whole. *Duncalf v. Blake, H.* 1737. 1 *Atkyns* 52.]

[A bill, so far as not contradicted by the plea, must be taken to be true. *Plunket v. Penfon, T.* 1740. 2 *Atkyns* 51.]

[If a bill is brought for payment of a note of an intestate, charging that administrator promised to pay as soon as he got in the effects, a plea that defendant made no promise to pay, is bad, as too general; it should be, no promise to pay out of the assets. *Anon. H.* 1743. 3 *Atkyns* 70.]

[If a plea is to the relief only, and is directed to stand for an answer, the words, with liberty to except, must be added, or it is allowing it a good answer. *Maitland v. Wilson, M.* 1754. 3 *Atkyns* 814.]

[A plea containing exception of matters herein after mentioned is bad. *Salkeld v. Science, M.* 1750. 2 *Vezey* 107.

[So, to a bill for account and discovery, a plea of release, farther and other than in the plea set forth. *Ibid.*]

[Unless the only sums mentioned in the plea are also mentioned in the release, for that makes it the same, as if it had been said, farther than is in the release, which is good in form. *Ibid.*]

[But if there are charges of account made up, and dealings which require answer and discovery, such plea of release is bad in substance, for if allowed, plaintiff could not except. *Ibid.*]

[If defendant does not prove the fact necessary to support the plea, plaintiff shall not lose his discovery, but the court will order examination on interrogatories to supply it. *Brownsword v. Edwards*, H. 1750. 2 *Vezey* 243.]

How put into Court, &c.

A PLEA may be put in upon a general dedimus.

Or under the hand of counsel only, if it be to the jurisdiction, or to the disability of the plaintiff. *Ord. per Cla. Rules and Orders of Chancery* 96.

The plea shall be put in upon oath of the defendant. 2 *Ca. Ch.* 208.

But if the matter of the plea appears upon record, it is not necessary; and therefore, a plea of outlawry shall be without oath. *Ca. Ch.* 237. *Vide Practical Register in Chancery* 274.

After an attachment with proclamation, no plea shall be received without an order of court. *Ord. per Cla. Rules and Orders of Chancery* 99. *Vide Practical Register in Chancery* 274, 5.

Privilege of the university to have consuance of pleas shall be pleaded without oath. *Ca. Ch.* 237.

So a plea must be averred; otherwise it will be overruled, in the Exchequer. *Hard.* 160.

So a dilatory plea shall not be allowed, where the defendant is in contempt, or answers by commission.

So

So a defendant who pleads, ought to answer to a fact, not covered by the plea, or which supports his plea, *Eq. Ca.* 185.

[If at the hearing of a cause, defendant has not supported his plea by his answer, plaintive may counterprove by reading the answer, and so overturn the plea: so at the time of arguing the plea, plaintiff may counterprove by reading the answer, to shew defendant has not sufficiently supported his plea. *Hildyard v. Cressy, H. 1745. 3 Atkyns 303*]

All pleas to the jurisdiction, or upon the substance of the bill, shall be determined in court. *Ord. per Cla. Rules and orders of Chancery 97. Vide Practical Register in Chancery 282.*

A plea to the jurisdiction, or founded upon the substance of the bill, shall be entered by the defendant with the register, within eight days, to be argued. *Ord. per Cla. Rules and Orders of Chancery 97.*

A plea to the disability, the plaintiff within eight days after filing shall enter with the register to be argued, if he thinks it proper; and if he does not do it, the defendant of course shall take out process for five marks costs. *Ord. per Cla. Rules and Orders of Chancery 98. Vide Practical Register in Chancery 277.*

A plea of another suit depending, shall be referred to a master; and if the plaintiff does not procure his report within one month, his bill shall be dismissed with seven nobles for costs. *Ord. per Cla. Rules and Orders of Chancery 98. Vide Practical Register in Chancery 281.*

If the report be against the plaintiff, he shall pay five pounds for costs. *Ibid.*

If a plea be allowed upon the arguing, the ordinary costs against the plaintiff are five marks. *Ord. per Cla. Vide Rules and Orders of Chancery 98.*

But if the plea comes in upon a dedimus, tho' it be good, the defendant shall not have costs. *Ord. per Cla. Rules and Orders of Chancery 96. Vide Practical Register in Chancery 134.*

If the defendant does not procure his plea to the jurisdiction, or upon the substance of the bill, to be entered with the register, within eight days, it shall be disallowed of course, as for delay; and the plaintiff shall take out process for other answer, and 40s. costs. *Ord. per Cla. Rules and Orders of Chancery 97.*

And such plea shall not be afterwards debated without the order of the court, upon motion. *Ibid.*

If the plea be over-ruled upon the arguing, the defendant shall pay five marks costs. *Ord. per Cla. Rules and Orders of Chancery* 96.

But the court may order, that the defendant shall not pay costs. *Ca. Ch.* 41.

Or, that the plea be over-ruled, but that the plaintiff shall not proceed farther than answer, without leave of the court. *Ca. Ch.* 262.

Or, that the defendants do answer, and their plea to be considered at the hearing of the cause. *Ca. Ch.* 13.

So by order in the Exchequer, if the plea or demurrer be not set down by the defendant by the Saturday seven-night after it is put in, or be over-ruled, it shall be disallowed, and the defendant shall pay 40s. costs, and after his answer shall rejoin gratis, and join in commission. *Rules and Orders in Exchequer* 4. *Rule* 9.

If a plea in Chancery be not set down, but the plaintiff replies, and the defendant joins in commission, and the cause is heard, the plea is waved. *Abr. Ca.* 41.

If the plaintiff does not set down the plea, nor the defendant, but the plaintiff replies to it generally, he admits the plea good, if the fact be true. *1 Ver.* 72. [*Anon. M.* 13 G. 2. *Wilf.* 82.]

If the plea be in abatement, and disallowed, there shall be a *respondeas ouster*. *1 Ver.* 73.

If in bar, be it allowed or disallowed, it shall be peremptory. *1 Ver.* 73.

Or there may be an order, that it shall stand for an answer, saving just exceptions, upon which the plaintiff shall reply, and the defendant shall prove the fact of the plea. *Vide practical Register in Chancery* 283.

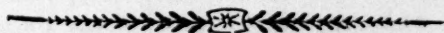
[If defendant pleads and dies before plea argued, it cannot be argued, but his representative must plead *de novo*. *Micklethwaite v. Calverley*, *M.* 7 G. 2. *C. T. T.* 3.]

Demurrers.



The Demurrer of H. O. and T. O. Esq; two of the Defendants for their Parts, to the Bill of Complaint of R. C. Gentleman, pretended surviving Executors of the last Will and Testament of S. P. deceased, Complainant.

This Defendant Demurs, for that the Complainant pretending a Title to the Lands in question, for a Term of Years, doth not set forth the Lessors Title, Seisin or Estate, and that claiming under a pretended Will, doth not shew that the Will was proved before a competent Ordinary, and that suing for mean Profits, he doth not set forth, That the Defendant, or any under him, entered on the Premises. And that the Bill being to be relieved upon a pretended Lease for Years, made by W. J. deceased, against a former Lease of Mortgage, he doth not set forth the certainty nor nature of the Mortgage, nor the Sum of Money secured, or to be redeemed.



THE said defendants by protestation not confessing or acknowledging any thing in the said bill of complaint contained to be true, in such sort, manner and form as in and by the said bill of complaint, the same is set forth and alledged, do say, as they are informed by their counsel, That the said bill of complaint, and the matters and things therein contained, are so uncertain and insufficient in the law, as that the defendants are not bound by the laws of thisland to make any answer at all thereunto: And namely and particularly for the causes following. First, For that the complainant by his bill doth pretend a title to the messuage and lands in the bill mentioned, for a term for years

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yet in being, from T. K. deceased, and yet doth not shew or set forth any seisin, title or estate in the said T. K. to enable him to make the said lease, but only alledgeth in general words, That the said T. K. was or pretended himself to be seized in his demesne as of fee, but doth not shew or set forth of what lands he was so seized, or whether he was seized of the lands in question or not, which he ought to have done, as these defendants are informed by their counsel. Secondly, The said complainant by his bill claims by and under a pretended will, supposed to be made by the said S. P. whereof he stileth himself the surviving executor, but doth not shew or set forth by his said bill, that the said will was duly proved before the competent ordinary in that behalf for that the law doth not take notice of any other person but only the ordinary for proof of wills, and the probate thereof before a chancellor is not a sufficient power to enable the plaintiff to maintain an action or suit thereupon, as these defendants are informed by their counsel. Thirdly, The complainant by his bill claims and sues for the rents, issues and profits of the said messuage, lands and premises, supposed to be had, received and taken by the defendants for many years past, and yet the complainant by all or any part of his bill doth not alledge, That he or the deceased S. P. or any under him have entered into the said messuage, lands and premises, but rather on the contrary it appears by the said bill, that the said complainant or the said P. have only intended or endeavoured to enter into the said messuage, lands and premises, but did not enter, so that until entry and disturbance thereupon, the complainant hath no cause in equity to question the defendants for the rents, issues and profits of the premises, or to molest or trouble the defendants by this suit, as they are informed by their counsel. Fourthly, The scope of the complainant's bill, by his own shewing, is to be relieved upon a pretended lease for one and twenty years, supposed to be made by T. K. deceased, against a former lease made by the said T. K. to B. M. in the bill named, which the complainant alledgeth to be a mortgage, or other security for a great sum of money, but the said complainant doth not shew or set forth the certainty or nature of the said mortgage, nor for what sum of money the lands were so mortgaged or secured, or to be redeemed, nor that the said S. P. had any liberty, power or authority granted unto him by the said T. K. the mortgagor, to redeem the premises from the said B. M. nor was or is any
privity

privity or contract between the said S. P. and the said B. M. or between the complainant and the said B. M. or the now defendant. Fifthly, In case the said T. K. did make any mortgage of the said lands and premises to the said B. M. and had such liberty and power of redeeming as is set forth by the said bill, and that afterwards he made the said pretended lease of one and twenty years to the said S. P. as is likewise set forth by the said complainant's bill, the defendants do say, That thereby the said T. K. did destroy and determine the said liberty and power of redemption, and that had he been living he could not by any legal and judicial proceedings either in law or equity, have been enabled to redeem the same, for that by making of the said second or latter lease to the said S. P. he had extinguished and determined his liberty and power of redemption, as these defendants are informed by their counsel: For all which causes, and many other insufficiencies and imperfections appearing in the complainant's bill, the defendants by and under the favor of this honorable court, do demur in law unto and upon the said bill of complaint, and therein do humbly demand the judgment of this honorable court. All which matters and things these defendants are and will be ready to aver, maintain and prove, as this honorable court shall award, and pray to be hence dismissed with their reasonable costs and charges herein wrongfully sustained.

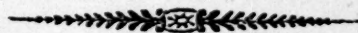
The several Demurrer of T. F. one of the Defendants to the Bill of Complaint of W. T. Complainant.

THE said defendant, by protestation, not acknowledging or confessing all or any of the matters or things in the said bill of complaint contained to be true, in such manner and form as the same are therein and thereby set forth and alledged, saith, He is advised by his counsel, That there is no matter or thing in the said bill contained, good and sufficient in law, whereby to call this defendant in question in this honorable court for the same, but that there is good cause of demurrer thereunto, for that it appears of the complainant's own shewing, in and by his said bill, That the scope and end thereof is for the complainant,

as being administratrix of the goods and chattels of S. P. deceased, with his will annexed, unadministered by his executors therein named, to be relieved touching a lease or term of one and twenty years, of a messuage and certain lands in the bill mentioned, supposed to be demised by T. K. unto the said S. P. deceased, by indenture bearing date the first day of August, in the twenty seventh year of the reign of king George the third, for such term as aforesaid, to commence from and immediately after the decease of one M. E. in the bill named, then tenant in possession of the premises, and to charge the lands with four hundred pounds and interest, alledged to have been the consideration paid for the said term, or to be answered out of the lands and the profits for one and twenty years. To which said several matters and all other the things in the said bill contained, this defendant doth demur, and for cause of demurrer sheweth, That it appeareth of the complainant's own shewing, that the said M. E. died in or about the year one thousand seven hundred and eighty seven, and that the said term or lease for twenty-one years, touching which he seeks relief, expired in or about the year one thousand seven hundred and ninety one, and therefore inasmuch as the land was not, nor is not any way chargeable with, or liable unto the complainant's demands, either in law or equity, after the expiration of the said lease; nor is the defendant, for ought appears by the bill, any ways answerable or accountable in equity, for any profits of the premises, taken during the said term of twenty-one years, and therefore it is reasonable to presume, That the said lease was surrendered or delivered up to the executors of the said S. P. it appearing of the complainant's own shewing, That the same long since came to the hands of H. O. and T. O. in the bill named, or one of them, who then claimed to have an estate and interest in the said lands and premises, and entered and took the profits thereof; And forasmuch as a demand of this nature, especially after so great a length of time as aforesaid, ought not to be countenanced in this honorable court; And the said bill containing in it no equity against this defendant: This defendant therefore for all the said causes, and for several other defects and manifest imperfections of the said bill of complaint, doth demur in law to the said bill of complaint, and abides by the judgment of this honorable court, whether he shall be enforced to make any other or further answer thereunto, and prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

The Demurrer of Sir A. N. Baronet, one of the Defendants to the of Bill of Complaint of Sir T. R. J. R. and W. R. Complainants.

The Complainant, Executors of K. N. exhibiting their Bill for arrears of an annuity due to the Testatrix, at her death, and to have the Defendants Sir A. N. and L. N. pay it with Damages and Costs, alledging that Sir A. N. gave Bond or Covenants to K. N. in her life-time for 180l. Arrears of the Annuity, which is come to the Defendant Sir A.'s Hands, and detained by him, and that afterwards Sir A. exhibited his Bill against the Testatrix, the surviving Executor of Sir J. N. and L. N. to be relieved against the Rent and Arrears, and to place the same on the Executor and L. N. The Defendant Sir A. N. demurs, and for cause thereof saith, That the Bill contains no equity to ground any Decree upon, not only for that the Complainants of their own shewing have the Grant which created the Rent-charge, and nothing hinders them from suing at Law; and for that the Complainants have not made the usual Oath, That there was such Bond or Covenant, and that they know not what is become of the same, but also for that it doth not appear by the Bill, that the Court made any decree against the Defendant for the Annuity or Arrears, or that any Decree was for the Benefit of K. N.

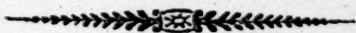


THIS defendant, by protestation, not confessing or acknowledging all or any of the matters or things in the said bill of complaint contained to be true in such manner and form as therein and thereby they are alledged, saith, That the main end and scope thereof being to have the arrears of the thirty pounds per annum rent charge thereby alledged to be due unto K. N. therein named, at her death, paid unto them by this defendant and L. N. the other defendant, with damages and costs, and for that purpose alledge, That by the grant of the said pretended rent-charge, alledged to be in their custody, and to bear date the twelfth day of March, one thousand seven hundred and eighty two, the whole estate of the said sir J. N. said to be worth two thousand pounds per annum and upward, and the whole estate

as being administratrix of the goods and chattels of S. P. deceased, with his will annexed, unadministered by his executors therein named, to be he relieved touching a lease or term of one and twenty years, of a messuage and certain lands in the bill mentioned, supposed to be demised by T. K. unto the said S. P. deceased, by indenture bearing date the first day of August, in the twenty seventh year of the reign of king George the third, for such term as aforesaid, to commence from and immediately after the decease of one M. E. in the bill named, then tenant in possession of the premises, and to charge the lands with four hundred pounds and interest, alledged to have been the consideration paid for the said term, or to be answered out of the lands and the profits for one and twenty years. To which said several matters and all other the things in the said bill contained, this defendant doth demur, and for cause of demurrer sheweth, That it appeareth of the complainant's own shewing, that the said M. E. died in or about the year one thousand seven hundred and eighty seven, and that the said term or lease for twenty-one years, touching which he seeks relief, expired in or about the year one thousand seven hundred and ninety one, and therefore inasmuch as the land was not, nor is not any way chargeable with, or liable unto the complainant's demands, either in law or equity, after the expiration of the said lease; nor is the defendant, for ought appears by the bill, any ways answerable or accountable in equity, for any profits of the premises, taken during the said term of twenty-one years, and therefore it is reasonable to presume, That the said lease was surrendered or delivered up to the executors of the said S. P. it appearing of the complainant's own shewing, That the same long since came to the hands of H. O. and T. O. in the bill named, or one of them, who then claimed to have an estate and interest in the said lands and premises, and entered and took the profits thereof; And forasmuch as a demand of this nature, especially after so great a length of time as aforesaid, ought not to be countenanced in this honorable court; And the said bill containing in it no equity against this defendant: This defendant therefore for all the said causes, and for several other defects and manifest imperfections of the said bill of complaint, doth demur in law to the said bill of complaint, and abides by the judgment of this honorable court, whether he shall be enforced to make any other or further answer thereunto, and prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

The Demurrer of Sir A. N. Baronet, one of the Defendants to the of Bill of Complaint of Sir T. R. J. R. and W. R. Complainants.

The Complainant, Executors of K. N. exhibiting their Bill for arrears of an annuity due to the Testatrix at her death, and to have the Defendants Sir A. N. and L. N. pay it with Damages and Costs, alledging that Sir A. N. gave Bond or Covenants to K. N. in her life-time for 180l. Arrears of the Annuity, which is come to the Defendant Sir A.'s Hands, and detained by him, and that afterwards Sir A. exhibited his Bill against the Testatrix, the surviving Executor of Sir J. N. and L. N. to be relieved against the Rent and Arrears, and to place the same on the Executor and L. N. The Defendant Sir A. N. demurs, and for cause thereof saith, That the Bill contains no equity to ground any Decree upon, not only for that the Complainants of their own shewing have the Grant which created the Rent-charge, and nothing hinders them from suing at Law; and for that the Complainants have not made the usual Oath, That there was such Bond or Covenant, and that they know not what is become of the same, but also for that it doth not appear by the Bill, that the Court made any decree against the Defendant for the Annuity or Arrears, or that any Decree was for the Benefit of K. N.



THIS defendant, by protestation, not confessing or acknowledging all or any of the matters or things in the said bill of complaint contained to be true in such manner and form as therein and thereby they are alledged, saith, That the main end and scope thereof being to have the arrears of the thirty pounds per annum rent charge thereby alledged to be due unto K. N. therein named, at her death, paid unto them by this defendant and L. N. the other defendant, with damages and costs, and for that purpose alledge, That by the grant of the said pretended rent-charge, alledged to be in their custody, and to bear date the twelfth day of March, one thousand seven hundred and eighty two, the whole estate of the said sir J. N. said to be worth two thousand pounds per annum and upward, and the whole estate

estate of this defendant his son and heir, worth five hundred pounds per annum, was liable by distress to satisfy the same to W. N. deceased therein named, his executors, administrators and assigns, for ninety one years, if he and the said K. or either of them should so long live. And the said bill doth further set forth, that in or about the year one thousand seven hundred and ninety, the said sir J. conveyed part of his said lands to the defendant L. chargeable with ten pounds per annum of the said rent-charge, payable to the said K. who the bill alledgeth was then entitled by the devise of and as executrix of the said W. to the whole rent-charge for the residue of the said term, determinable with her own death, and likewise alledge, that the said rent being in arrear since the year one thousand seven hundred and eighty nine, That the said sir J. died, leaving a personal estate come to the hands of his executors W. N. his son and J. N. his grandson, more than sufficient to pay his debts, and leaving two thousand pounds per annum and upwards in lands, tenements and hereditaments, to come to the defendant his son and heir. And that afterwards the said L. and this defendant suffering the said rent to run one hundred and four score pounds and upwards in arrear, this defendant gave his bond, covenant or agreement in writing as a further security for those arrears, payable to the said K. her executors or administrators, which they alledge is to come to the hands of this defendant, and to be detained by him from them, and that afterwards this defendant designing to defraud her of her arrears, exhibited a bill in this court against her and W. N. the surviving executor of sir J. and L. N. to be relieved against the said rents and arrears, and seeking to place the same on the said W. and L. upon the allegations in the complainant's said bill set forth, and on the twelfth day of June, in the thirty fifth year of the reign of our sovereign lord king George the third, the cause being heard, L. N. was decreed to pay, free and discharge this defendant, against ten pounds per annum, therefore out of the lands settled on him by sir J. to that end. And that this defendant should be chargeable with no more than twenty pounds per annum therefore from sir J.'s death to the end of the term. And that afterwards about April, one thousand seven hundred and eighty four, the said K. died, having two hundred and seventy pounds and upwards, due and in arrears to her, besides costs, having first as pretended made her last will, and the complainant executor, which they alledge is proved by one, with liberty for the rest to come

come in and prove, and that by virtue of the will, they were entitled to the arrears, and had demanded them, which the defendants refuse to pay, on pretence that K. had no right or title, or that if she had a right, she released it shortly before her death, or else that she received these arrears, or a great part thereof, and that there was not two hundred and seventy pounds due at her death. To which bill and all the discovery and relief thereby prayed as against him this defendant doth demur in law, and for cause of demurrer, saith, That the same contains not any equity to ground any decree upon, or to gain any such discovery or relief as thereby prayed; not only for that the said complainants of their own shewing, have the grant which created the said pretended rent-charge, and there is nothing alledged by the said bill that hinders their suing for and recovering their pretended arrears by the common law. And for that the said complainants nor either of them have made the usual oath, That there was such bond, covenant or agreement in writing made or given by this defendant to the purpose for the end in the bill alledged, nor that they or either of them have or know what is become of the same, and annexed that oath to their bill, or filed it in this court, but also for that it doth not appear by the said bill, that this court made any decree against this defendant for the said annuity, or the arrears thereof, or any decree for the benefit of the said K. N. nor is the surviving executor of the said sir J. made a party to the complainant's said bill, who alone appears, by the complainant's own shewing, to be accountable to the said complainant for all such monies as incurred and grew due in the said sir J.'s lifetime; nor doth there any thing to the contrary appear, than that this defendant was any other than a bare surety for sir J. and had not any consideration for joining in the said pretended grant with his said father, nor for entering into any bond, covenant or agreement relating to the said rent, in case any such there be. Therefore, and for many other errors, defects and imperfections in the said bill contained, this defendant doth abide in law and doth demand the judgment of this honorable court, whether he shall be compelled to make any other or further answer to the said bill, and prays to be dismissed with his costs.

The Demurrer, Plea and Answer of E. N. one of the Defendants to the Bill of Complaint of T. R. J. R. and W. R. Complainants.



THE said defendant, by protestation, not confessing or acknowledging all or any the matters and things in the said bill of complaint contained to be true, in such sort, manner and form as therein and thereby they are set forth, saith, That the scope of the bill being to be relieved for, and to have and receive from the defendants therein named, the sum of two hundred and seventy pounds for the arrears of the thirty pounds per annum annuity, thereby pretended to be due unto them as executors of K. N. unto whom it is pretended, That sir J. N. father of this defendant's late husband sir A. N. did, together with the said sir A. by indenture dated the twelfth day of January, one thousand seven hundred and fifty three, give, convey, set over, grant and confirm the same annuity unto W. N. husband of the said K. N. to hold to him, his executors and assigns, from the four and twentieth day of June then next following, for and during the full term of ninety-nine years, if the said W. and K. or either of them lived so long, payable quarterly, and leviable by distress on any of the lands of the said sir J. or of the said sir A. at the choice and election of him the said W. and his assigns, to make further assurance, which rent it is pretended was paid by the said sir J. unto the said W. N. until his death, and afterwards continued to be paid by him the said sir J. unto the said K. until the year one thousand seven hundred and seventy five, that the said sir J. died, leaving his estate alledged to be about two thousand pounds per annum, settled by himself and the said sir A. upon trustees, for payment of his and the said sir A.'s debts, and all annuities and incumbrances whatsoever, created by them and by subsequent agreements and deeds, pretended to be contrived between the said sir A. and the trustees, with the defendants named in the bill, are alledged to have charged to pay. And that afterwards when the said annuity was one hundred and eighty pounds in arrears, the said sir A. was arrested, and as the complainants had heard and believed, gave some bond, engagement, covenant or agreement in writing, left in the hands of Mr.

F. the said K.'s attorney, or of his servant, clerk, or some other, for the said R.'s use, as a further security for the payment of the same. But that the said F. being dead, it is pretended the complainant know not what is become of it, but had heard and believed that the said sir A. or some one on his behalf, or with his privity, had got and cancelled, made void or concealed the same; and that afterwards, in or about the year one thousand seven hundred and eighty, the said sir A. exhibited his bill into this honorable court, against the said K. N. the defendant L. N. on whom, as was thereby alledged, the said sir J. had settled lands to pay ten pounds per annum of the said annuity, and also against the defendant W. N. and one J. N. since dead, the said sir J.'s executors, and others, to be relieved against, and to subject the said sir J. to the payment of the said rents and arrears, forasmuch as the said sir A. did thereby alledge himself to be no other than as a security for the said sir J. and that he had the said sir J.'s promise for his indemnity. But that upon the hearing the 11th day of June, in the thirteenth year of king George the third, the said sir A. was relieved against no more than ten pounds per annum of the said annuity, ever since the said sir J.'s death, which thereby the defendant L. was decreed to pay and free and discharge the said sir A. thereof; this court declaring, as was alledged by the said now complainants bill, that the said sir A. should be charged with no greater a proportion than twenty pounds per annum, ever since the said sir J.'s death. And the said now complainants bill further alledging, that afterwards in the year one thousand seven hundred and eighty four, the said K. died, whereby the further payment of the said annuity ceased, and that then there was due the sum demanded by the complainants bill, for arrears, besides costs, which by the same bill the said complainants seek to have with damages, as likewise the benefit of the said decree, made in the said sir A.'s said cause. To so much of which said bill as is not herein after pleaded and answered, this defendant demurs in law, and for cause of demurrer shews, that if the decree set forth in the complainants said bill, be such as the said K. could recover any thing upon against this defendant, the said complainants ought to have sought their recovery on the same by *scire facias*, and no other course, they claiming in privity as her executors; but if thereon they could not recover that way, this defendant for further cause of demurrer, sheweth, that the said complainants ought to

do it by law, or no other way, in as much as it doth not appear, that the consideration for the said grant was any other than natural love and affection, or something else, not valuable, which is in no case ever aided and assisted by this court; nor ought the said complainants to have any answer or discovery to that part of their bill, which seeks to know whether there was any such grant of the said annuity, and bond, engagement, covenant or agreement in writing, for securing any arrears thereof, as is in the said bill alledged, or what is become of the same, for that the said complainants have not made the usual oath, that there was any such grant, bond, engagement, covenant or agreement in writing, and that they nor either of them had the same, now knew what was become thereof, unless the said defendant or some of them had the same, or some or one of those securities, and annexed that their oath to their bill, or filed the same in the office for filing affidavits in this court, which is not done: Therefore, and for that though it appears by the complainants own shewing, in and by their said bill, that J. N. one of the said sir J.'s executors, is dead, and that A. N. his relict, is executrix, but is not made a defendant, who or one of them, may have paid or otherwise discharged the arrears of the said annuity, claimed by the said complainants, and by answer might have set forth as much, which would have been a good discharge to this defendant: This defendant doth therefore abide in law, and demands the judgment of this honorable court, whether he shall be compelled to give any answer to so much of the said bill as is not herein after pleaded and answered unto; and to the rest of the said bill not herein before demurred, and herein after answered unto, this defendant pleads, and for plea saith, that the said sir J. N. having power to charge his whole estate with four thousand pounds, and to dispose of the fee of two tenements called R. and S. worth one hundred and twenty pounds per annum at least, did by deed indented, under the hand and seal of the said sir J. N. bearing date the thirteenth day of October, in the fourth year of the reign of king George the third, made or mentioned to be made between himself of the one part, R. F. esq; deceased, J. H. esq; J. N. esq; J. Q. esq; J. Y. gentleman, and the complainant J. R. of the other part, declared among other things, that the said four thousand pounds, and the said two tenements called ———— and ———— should be subject to the payment

payment of all his debts in general, whereof (if that which the said complainants by their said bill claim, be a just debt) the same is the said sir J.'s and none else, and comes in with that trust ; for this defendant doth aver and believe, that the said sir A. never had any consideration, directly or indirectly, for joining with his said father for securing of the same or any part thereof : And for further plea saith, the said sir J. did afterwards, in his last will and testament, recite his power as touching the said four thousand pounds, and appoint that the same should be paid to his executors, J. his grandson and W. his son, and subject to his debts, and gives the fee of his said two tenements to his said grandson J. who being dead, the said tenements did descend unto and upon A. N. esq; as brother and heir of the said J. who is also since dead without issue, and J. N. of ——— esq; is his heir, and one of the trustees in the deed before recited. And the said defendant W. N. is executrix of the said A. and A. N. is executrix of the said J. N. one of the said sir J. N.'s executors, and devisee of the inheritance of the said two tenements, neither the said J. N. the heir of A. and J. the devisee, nor the said A. the said J. the devisee's executrix, nor the said W. *quatenus* devisee of the said two tenements, by the said A.'s said will were made defendants, who might have paid the said arrears claimed by the complainants, or otherwise be released or discharged of the same. All which matters so before pleaded, this defendant avers are true ; and to the rest this defendant for answer saith, and denieth that she knows or believes that the said sir A. did ever hold any of the estate of the said sir J. upon any trust to pay his the said sir J.'s debts, or any of them ; and lastly, denies all combination by the said bill laid to her charge, but confesseth that the said sir A. N. is dead, and that she this defendant is his executrix, and that sir F. N. in the bill named, is heir of the said sir A. Without that, that any other matter or thing in the complainants bill alledged, material or effectual in the law to make answer unto, and not herein or hereby sufficiently answered unto, confessed, avoided, traversed or denied, pleaded or demurred unto, is true. All which she this defendant is ready to aver, maintain and prove, as this honorable court shall award, and humbly prays to be hence dismissed with her costs in this behalf sustained.

The Defendant demurs, for that the Complainant's bill was dated and filed the sixth day of July last, and directed to J. F. Lord Chancellor, &c. at which time, and some days before Sir L. E. was appointed Lord Keeper, and being so filed and directed, was exhibited coram non Judice.



THE defendant, not confessing or acknowledging the complainant's bill of complaint, or any the matters therein contained to be true, in such manner and form as they are therein set forth, for demurrer thereunto saith, that the complainant's said bill by the record thereof, appeareth to be dated and filed on the sixth day of July last past, and is directed to the right honorable J. F. lord chancellor of Ireland; and the complainant in and by the said bill doth pray, that this defendant may stand to and abide such order and decree in the premises as to his said lordship shall seem meet; for which cause the defendant doth demur in law to the said bill, in regard that at the day and time on which the said bill bears date, and some days before, the right honorable sir L. E. was by his majesty that now is, and before such date of the said bill, appointed lord keeper of the great seal of Ireland, and thereby the power and authority of the said J. F. as lord chancellor of Ireland, did cease and determine, so that the complainant's bill, as being directed to his said lordship, was so filed and exhibited *coram non judice*, and his lordship had then no power or authority to hold plea, or take any judicial cognizance of any suit in this honorable court, for which cause, and for other defects in the said bill appearing, this defendant humbly demands the judgment of this honorable court, whether he shall make any other or further answer to the said bill, and humbly prays to be dismissed, &c.

The Defendant answers to Part, and demurs to the other Part of the Complainant's bill brought against him for Fees, being under Ten Pounds, and therefore beneath the Dignity of the Court to take cognizance of.



ALL advantages of exception to the uncertainties and insufficiencies of the said bill of complaint, to this defendant now and at all times hereafter being saved and reserved, for answer to so much as this defendant is advised is material for this defendant to make answer unto, this defendant answereth and saith, that by the untrue insinuations and suggestions of the complainant, who persuaded this defendant that this defendant had a good title to a considerable personal estate, which was late one L.M. by the will of the said L. M. lately deceased; and further, the complainant then told this defendant, that if this defendant would employ this complainant as his Chancery clerk, that he would engage the defendant should recover a very considerable sum of money; which persuasions and assurances this defendant giving belief to, did employ this complainant as his clerk in court, and did promise the said complainant to pay him all such fees as should be due to the said complainant, and also all such sums of money as the complainant should expend on this defendant's account in the said cause; after which the complainant did direct and bring a bill in this honorable court, in the name and on the behalf of this defendant, as in the complainant's bill of complaint is set forth, against the persons mentioned in the said bill: to which the said parties put in their answers, after which this defendant was advised to move to have the said bill dismissed, with twenty shillings costs, which, by order of this honorable court was ordered to be dismissed accordingly; so that this defendant had no other advantage by the said suit, than to spend his money and time. And this defendant further saith, that from time to time this defendant did pay to the said complainant all sums of money that the complainant did expend in the prosecuting the said suit, as well as all the fees that were demanded by or due to the complainant; and the complainant was so far from expending his own money or having any due
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to him in prosecuting the cause, that this defendant, at the request and entreaty of the complainant, was forced at some times to let the complainant have money beforehand to prosecute the said suit, the complainant, as this defendant believes, not being able to defray the charges with his own money; so that this defendant verily believes, that he paid the said complainant more than upon a just account would appear to be due to him; yet nevertheless, the said complainant, to vex, trouble and put to charges this defendant, did bring an action in the Sheriff's court in Dublin for twelve pounds, as due for his fees and expences in the said suit; to which this defendant appeared, and the said complainant was nonsuited. And this defendant denies that he ever promised the sum of one hundred pounds, or any other sum for a gratuity, as in the bill is set forth; nevertheless, since the said payments, as aforesaid, this defendant did receive a bill or note from the complainant, which said note or bill is under the hand of the said complainant, by which he demands six pounds two shillings and four pence, as due to him for fees and expences in the said cause; under which said note or bill is a memorandum, that the complainant had received the sum of one pound and six pence, so that upon the balance there remained to the said complainant of the said pretended demand but five pounds twelve shillings, a copy of which bill is annexed to this defendant's answer, which the said defendant prays may be taken as part of his answer, the bill or note being in his this defendant's custody, and ready to be produced. Now for that the complainant by the said bill of complaint here demanded the sum of fifteen pounds thirteen shillings and ten pence, or thereabouts, to be due to him on his bills delivered to this defendant; and for that by the bill it may and will appear, that the complainant's demands were but six pounds two shillings and four pence, and that part thereof is satisfied, as by the said bill and note appears, so that there remains as pretended due but five pounds two shillings, for which reasons this defendant doth demur to the said bill, for that by the complainant's bill delivered there remains due but five pounds two shillings, which being a cause of so small a value and consequence, it is beneath the dignity of this honorable court to take any cognizance thereof; therefore for the reasons aforesaid, this defendant doth demur, and humbly prays to be hence dismissed with his full costs

costs and charges, and denies all manner of combination in the bill charged, without that, that any other matter or thing in the complainant's said bill of complaint contained, &c.

The Defendant demurs to the Complainant's Bill of Review, for that no Bill of Review ought to be admitted to alter a Decree for Errors in Law appearing in the Body of the Decree, as it is drawn up and enrolled, or of new Matters arising after the Decree, or of such Matter of which the Complainant could have notice at the time of the Decree: and for Cause of Demurrer shews, that the Pretence of the Bill of Review for assigning Errors in the Decree, being for decreeing for the Defendant against the Complainant's own Bill, and pretending Abatement of Suit before the Decree past, are only formal Exceptions, and for the Pretence of miscasting, that if any be, it may be amended by Motion.

THIS defendant, by protestation, not confessing or acknowledging all or any of the matters and things in the said bill of review contained, other than what is contained in the decree upon record, which the bill seeks to reverse, to be true, in such manner and form as the same are thereby set forth and alledged, saith, that by the constant rules of this court, no bill of review ought to be admitted to alter or change matters decreed, either for error in law appearing in the body of the decree, as it is drawn up and enrolled, or for new matters arisen since the decree, or such matter of which the complainant in the bill of review could have notice at the time of the decree or decretal order; and therefore, and for that the matters assigned by the bill for cause of reversal of the said decree, are neither any error in law apparent in the body of the decree, nor any such new matters, as aforesaid, but are only a pretence of misjudging in matter of form only, and not in point of right; and for that the pretence of the bill for the decreeing for
a defendant

a defendant against a complainant on his own bill, and the pretence of the abatement of the suit before the decree past, are only exceptions of formality, and for that the other pretended error in miscasting, if any such be, is amendable by a motion, and for that the bill of review contains in it no equity, this defendant doth demur in law thereunto, and humbly insists upon it, that the said decree ought not, for any the causes aforesaid assigned by the bill, to be revived or reversed, being, for ought appears thereby, well grounded: and humbly demands the judgment of this honorable court, whether he shall be compelled to make any further or other answer thereunto, and humbly prays to be hence dismissed with his costs.

*The Defendant demurs to the Complainant's Replication,
because it departs from the Bill.*

THESE defendants say, they are advised that the said replication is insufficient to be rejoined unto, for that the scope of the bill is to be relieved against these defendants, upon supposed articles of agreement alledged to have been made between the complainants and these defendants, whereby it is alledged, that these defendants, for five hundred pounds, ought to convey lands and tenements in the bill mentioned, and all the estate therein, to the repliant: the bill suggesting that these defendants were entitled in the right of the defendant F. as one of the sisters and coheirs of K. L. her late brother, deceased, and that the complainants were entitled by virtue of a settlement: and by the replication the complainant alledged, that some other persons to the use of these defendants or the complainant, or by their consent, was or were in the possession of the premises, and took the rents thereof in the space of one whole year next before the making of the said articles, which is another title than the complainant chargeth in his bill, for the complainant doth not pretend any possession in himself, or any under whom he claims, nor in these defendants by the said bill; and therefore the said replication is a departure from the bill, and by consequence is insufficient to

to be rejoined unto; and therefore these defendants do demur thereunto, and humbly demand the judgment of this honorable court thereupon, and pray to be dismissed with their costs.

Demurrer for not setting forth a Will, and making Oath of the Loss of a Bond.

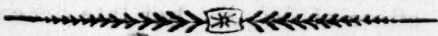
THE defendant, by protestation, not confessing, &c. for demurrer saith, that the complainant by her bill (as this defendant is advised) endeavours to entitle herself to a sum of money due upon a bond, pretended to be entered into by this defendant to R. her late husband, deceased, and suggests her equity, that the said bond was burned in the late fire in S. to which this defendant demurs, and for cause of demurrer saith, that the complainant hath not by her said bill entitled herself to the money due upon the bond, in case any such bond was, which this defendant doth in no sort admit, for that the complainant by her bill doth not set forth the probate of the will under the seal of the spiritual court, to entitle herself to the estate of W. R. her late deceased husband, and doth not proffer to produce the same under seal to this court, nor refer herself thereto: and for that the bill doth not contain any equity, for that the said complainant hath not made oath, that the said bond is burnt or lost, as by the rules and constant practice of the court she ought to have done; wherefore, and for divers other errors and imperfections in the said bill appearing, this defendant doth demur in law thereto, and humbly demands the judgment of this honorable court, whether he shall be compelled, &c.

The Demurrer of W. C. Defendant to the special Matter of the Replication of J. T. Complainant.

TO so much of the said replication as is special, and sets forth, that this defendant did agree with the repliant, that the intestate's estate, &c. (*pro replicatio.*) This defendant doth demur, and for cause of demurrer

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faith, that the same is not only a departure from, but is contrary to the repliant's bill, for that the bill chargeth, that the repliant did refuse to execute the articles drawn in reference to his paying the intestate's creditors in equal degree, in proportion with his own debts, in case he took the administration; and yet by the replication he sets forth, that he did not release, wave or discharge the articles, but seeks to be therein relieved, which he doth not do by his bill; and had the pretended agreement now set forth by the repliant been charged by the bill, or any relief sought thereon, this defendant might and would have answered the same upon his oath, and would have had the benefit thereof, which he cannot now have by any rejoinder, not being upon oath, or else he might thereto have pleaded the act for prevention of frauds and perjuries; wherefore, and for that no new matter ought to be put in issue, or examined into upon replication, much less ought any replication to contain matter contrary to the bill; nor can this honorable court make or ground any decree upon such special matter, (as this defendant is advised) he demurs thereto, and prays to be hence dismissed with his costs.



*The Demurrer of Dame S. R. alias B. Widow, Defendant,
to the Bill of Review of E. F. Gentleman, and M. N.
Widow, Complainant.*



THIS defendant, by protestation, not confessing, &c. doth demur thereunto, and for cause of demurrer saith, that there is not any error or matter in the law appearing in the body of the said decree, or sufficiently shewed or suggested by the said bill upon or for which the said decree, or any of the matters and things thereby settled and decreed, ought to be reversed, set aside, impeached or altered; nor is there any new matter set forth sufficient for reviewing or reversing the same; nor doth it appear by the bill, that the complainants have obtained any order or leave of this court for bringing a bill of review upon new matter, as by the rules of this court they ought to have had: therefore, and for that the said decree, as appeareth by the said bill, hath not been,

nor in truth is performed by the now complainants, or either of them, who ought, by the usual course and rules of this honorable court, as this defendant is advised, fully to have performed the same before they are admitted to a bill of review, and for that the complainant hath not, for ought appears, given any recognizance to pay costs, as by the course of the court he ought, and for divers other errors and imperfections in the said bill contained, this defendant doth demur in law, and humbly abideth in the judgment in this honorable court, whether he shall be compelled to make any further or other answer to the same.

The Defendants demur, for that the Bill contains several and distinct Matters against several and distinct Persons, and drawn to a great and unnecessary length; and they being but very little concerned, must be at great Charges in taking out the Copy of the Bill and other Proceedings.

THESE defendants, by protestation, not confessing or acknowledging all or any the matters of the said complainant's bill of complaint to be true, in such manner and sort as the same are therein and thereby set forth and declared, say, that they are advised by their counsel, that the complainant's said bill is insufficient, and to which, by the rules and justice of this honorable court, they these defendants, or either of them, ought not to be compelled to make or give any answer; and for cause of demurrer thereunto, these defendants say, that the said bill containeth in itself several and distinct charges for several and distinct matters, against several and distinct defendants, which have not any relation or reference the one with the other, whereby the said bill is drawn to a great and unnecessary length of above one hundred and twenty sheets of paper: and these defendants, altho' but very little concerned therein, are thereby enforced to take out a copy of the said bill; and if these defendants shall be enforced to answer thereunto, they must (if the cause shall descend to issue) be put to unnecessary charge and expences in taking out the copies of the pleadings and

and proofs which shall happen in this cause, which concerns the other defendants, and whereunto these defendants have not relation, nor are any way pretended or supposed by the bill to be concerned, which is against the constant practice and justice of this honorable court, and (if admitted) would prove to these defendants extraordinary charge and vexation: wherefore, and for divers other apparent errors, imperfections and uncertainties in the said bill of complaint contained, these defendants do demur and abide in law, and humbly demand the judgment of this honorable court, whether they shall be compelled to make or give unto the said complainant's bill, any other or further answer than as hereafter they have answered: and for answer only, these defendants do severally and respectively deny all and all manner of combination whatsoever, wherein they or either of them are charged to the prejudice of the complainant, in any manner and sort whatsoever, and humbly pray to be hence dismissed with their costs, &c.

*The Answer and Demurrer of B. A. and W. G. Gentlemen,
two of the Defendants, to the Bill of Complaint of T. E.
E. F. and G. J. Complainants.*

THESE defendants, by protestation, not confessing or acknowledging the matters and things in the complainant's said bill contained to be true, in such manner and sort as therein and thereby is expressed, say, they are advised by their counsel, that the complainants, by their bill, do seek to have an account of the personal estate of K. N. in the bill named, who was one of the daughters of L. M. esquire, deceased, in the bill also named, and also to have satisfaction of a portion of one thousand five hundred pounds, provided for her the said N. (as is pretended by the said complainants) by her said father, to be raised out of certain lands and tenements, by virtue of a deed and conveyance pretended to be made by the said L. M. near sixty years since, and likewise to have an account and satisfaction of the rents and profits of all the real estate which was the said L. M.'s, and whereunto the said complainants pretend the said N. his daughter, had a right and title for some years before his death by survivorship, and claims an eighth part to her and her heirs as coheir; and yet the
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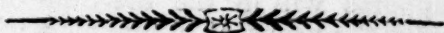
faid complainants, or any of them, do not alledge or pretend themselves, or any of them, to be executors or administrators of the faid N. nor purchaser or purchasers under her, but the faid complainant F. A. in the faid bill, alledgeth and pretends, that the faid L. M. was indebted to him in the sum of three hundred pounds; and the faid complainant G. J. in and by the faid bill, alledgeth and pretends, that the faid N. was indebted to him in the sum of three hundred and fifty pounds, but neither of them set forth how their faid debts became due unto them, nor when, nor whether upon any specialty or no; nor do they the faid complainants A. and J. or either of them, so much as pretend they have any deed or conveyance, statute, judgment or recognizance, or any other assurance or security which may be charged or chargeable upon any the real estate, whereunto the faid complainants pretend the faid N. to have any right or title: and the faid other conveyance T. E. sets forth only a voluntary conveyance to him made by dame P. R. in the bill named for another defendant, before her intermarriage with B. C. of all the lands, tenements and hereditaments, which were D. S.'s, who, as is alledged, had formerly conveyed the same to the faid E. but the faid E. doth not so much as alledge or pretend himself to be a purchaser of the faid lands and premises, or any part thereof, for any other valuable consideration, nor to have any other claim thereunto, but only by the faid voluntary conveyance, and yet the faid bill being in length above ninety nine sheets of paper, is exhibited by the faid complainants against these defendants, and above seventy other persons, many of them concerned only as tenants, some others as purchasers for a valuable consideration, divers others as agents, attornies and solicitors, who have been employed in the defence of several actions at common law, and suits in this honorable court, which have been commenced and prosecuted heretofore concerning the manors, lands and tenements now in question; which faid bill, these defendants are advised by counsel, for the causes and reasons aforesaid, is very insufficient, and such as to which, by the rules and justice of this honorable court, they these defendants ought not to make or give any answer, other or otherwise than as herein after they have answered, the rather for that the same contains in it several and distinct charges against the several defendants, which have not relation or coherence

herance the one with the other, by which means the said bill is drawn to a great and unnecessary length, as against these defendants, who are charged only with a combination, amongst the other persons named for defendants; and yet they must be forced to be put to unnecessary charge and vexation, if they should be compelled to answer this bill, which is against and contrary to the practice and justice of this honorable court: and the principal equity the complainants pretend, is want of writings, yet they have not made any oath of the loss thereof, as they ought to do, nor have the complainants made unto themselves any good title, nor doth the bill contain any equity whereupon the court, under favor, can proceed to make or ground any decree as against these defendants: for all which causes, and for divers other apparent errors and imperfections, and insufficiencies in the said bill of complaint appearing, these defendants do demur in law, and humbly demand the judgment of this honorable court, whether they shall be compelled to make any further or other answer thereunto, than what they do herein afterwards make answer unto. And these defendants, for answer to all the rest and residue of the bill of complaint not herein before demurred unto, do say, and deny all combination and confederacy whatsoever wherewith they, or either of them, are charged in and by the complainant's said bill, and traverseth, &c.

The Defendants having entered into a Statute of 1200l. to pay the Complainant 600l. within three Months after the Death of his Father, to whom he was Heir, for 50l. in Money and 150l. in Goods; and having received 300l. and exhibiting his Bill for Relief against a Release pretended to be fraudulently obtained, and to have the other 300l. the Defendants demur, and for cause of Demurrer shew, it was a corrupt Bargain, and contains in it not any manner of Equity.

THESE defendants do demur to the said bill, and for cause of demurrer say, that it appears of the complainant's own shewing in and by his said bill, that for fifty pounds in money, and one hundred and fifty pounds in

in goods, he was by agreement to have of this defendant six hundred pounds, within three months after the death of his this defendant's father; which six hundred pounds was secured by a statute of twelve hundred pounds, and that the complainant hath received three hundred pounds of this defendant B. R. for the said debt, and released the same, and yet seeks the aid and assistance of this honorable court for setting aside the release, that he may be enabled to recover the other three hundred pounds and interest, upon pretence that the said release was obtained by fraud and circumvention; so that it appeared, that the original contract for lending a small sum to an heir in the life-time of his father, and selling him an old parcel of branded wares, (valued at one hundred and fifty pounds, which were not worth fifty pounds) and for which the complainant was to have three for one, after the death of this defendant B. R.'s father, was in itself a corrupt and fraudulent bargain, and such as this honorable court is so far from giving aid and assistance to, as that it always relieves against: and these defendants are advised this honorable court would have relieved the said B. R. against the said statute, on payment of the fifty pounds, and the value of the said goods; and also for that it appears of the complainant's own shewing, that he hath received three hundred pounds for the said debt, which was much more than was honestly and conscientiously due to him; and therefore, and for that the complainant's bill contains not any manner of equity for this court to ground any decree, or give the complainant any assistance, as these defendants are advised, they demur thereto, and humbly demand the judgment of this honorable court, whether they shall be compelled to answer the said bill, and pray to be dismissed with their costs.



The Complainant by his Bill seeking Aid of this Court for Examination of Witnesses, to prove a Paper pretended to be a Lunatic's Will, before his Lunacy, and to have the direction of the Court, The Defendant demurs, and for Cause saith, that the Lunatic may die, or have lucid Intervals to revoke the said pretended Will, and for that it cannot

cannot be a Will during his Life, and for that the Committee of the Lunatic is not made a Defendant, nor will the Court make Evidence where there is no Evidence at Law.

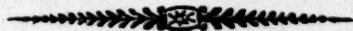


THIS defendant, by protestation, not confessing or acknowledging all or any the matters and things in the bill mentioned to be true, in such manner and form as the same are therein and thereby set forth, saith, that whereas the said bill seeks to have aid of this honorable court for examination of witnesses, to a paper in the bill set forth, pretended to be the last will and testament of S. J. dated in July, one thousand seven hundred and eighty five, whereby several manors and lands in the bill mentioned, are pretended to be bequeathed to the complainants J. his half brother, in tail, with a remainder over to the other complainants his half sisters, and to have further relief in this court, for that the said S. J. since the making of the said will, is become lunatic, and was so found, and so continued, and that this defendant was heir at law of the said estate; to the said S. J. this defendant doth demur thereto, and for cause of demurrer saith, that it appears by the bill that the said S. J. is still living, and though he be lunatic, yet he may either recover from his lunacy, or at least have such lucid intervals as to revoke or destroy the said pretended writing, if such there be, and for that during the life of the said S. J. the pretended paper cannot be his will, and until it be a perfect will, there cannot nor ought not to be any examination of witnesses thereto, nor will this honorable court, as this defendant is advised, extend any assistance in a case of this nature, touching examination of witnesses to a supposed will in the life-time of the devisor, or any way assist the proof of a supposed will of a lunatic, and the rather, for that it appears by the bill, that the said pretended devisor's place of abode, and the country where his principal seat and estate lies, is mistaken; so that it may be presumed, if any such writing there be as is pretended, he was then under a lunatical distemper, and for that the committee of the lunatic is not made a defendant, nor any process prayed against her as it ought to have been; and for that although
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this defendant may be termed heir presumptive to the lunatic, yet he may not be so at his death, if there should be any examination of witnesses to prove the same pretended paper to be declared by the said lunatic, for or as his will, the same cannot be used against this defendant, if she survive the lunatic, as she is advised, for that such depositions were taken in the life-time of the devisor, before any title accrewed to this defendant, whereof the complainants being apprized, they have by their bill prayed further relief of the court, seeking thereby, as this defendant is advised, to have some direction of this court for the use of such depositions, which ought not to be granted, nor will this court make evidence which is not evidence at law, (as this defendant is advised.) Wherefore, and for that the bill contains not any equity, nor any ground for this honorable court to afford the complainant any assistance for examination of witnesses, nor for any relief, and for many errors and imperfections in the bill appearing, and for that the same is of an extraordinary nature, as well as of dangerous consequence, this defendant doth demur in law to the said bill; and doth humbly demand the judgment of this honorable court, whether she shall be compelled to answer the said bill, and prayeth to be hence dismissed with costs.



A Demurrer to a Bill, brought after the Aid of this Honorable Court, and liberty granted to proceed at Law to recover the Penalty of a Judgment.



THE said defendant, by protestation, not confessing or acknowledging all or any the matters in the said complainant's bill set forth, in such manner and form as the same are therein and thereby set forth and alledged, for and by way of demurrer thereunto, saith, that it appears of the complainants own shewing, in and by their said bill of complaint, that the complainants heretofore, in the year one thousand seven hundred and seventy eight, exhibited a former bill in this court against the defendant and others, to discover whether a statute entered into by T. S. unto D. R. and other securities and incumbrances were satisfied, to the end the complainant

might be let in to have satisfaction for a pretended judgment (obtained by H. R. under whom the complainants claim) of two thousand pounds, on a bond for the payment of one thousand three hundred pounds principal money, entered into by T. S. and W. S. his father, and twelve pounds for costs; which said judgment was subsequent to the statute to R. Which cause was heard and referred to account, and the said statute entered in to the said R. and other precedent incumbrances, found to be satisfied with an overplus, and the statute was in the said suit set aside, as to the complainants, and the complainants were at liberty to proceed, and have since proceeded at law upon the said judgment, and were left at liberty to extend the lands of the said T. S. thereon, and the precedent incumbrances were not to be given in evidence; whereby it appears of the complainants own shewing, that the complainants have had relief, and the equity of their cause hath had all the favor and justice which could be expected from this court, and have by the aid of this court their plain and proper remedy at law, to recover on the said judgment, and ought not to have any further aid or relief in this court in a case of this nature. And for that the complainants by their now bill seek to have the aid and assistance of this court, to recover and be paid interest and costs beyond the penalty of the judgment, (which penalty being two thousand pounds, and twelve pounds costs, this defendant tendered at common law) which this defendant is advised is not consistent with, nor agreeable to the rules of this court, to give damages or costs beyond the penalty of the security; and therefore this defendant is advised, that the complainants ought not to have the aid or relief of this honorable court therein. Wherefore, and for that it is against the ancient rules and practice of this court to extend or enlarge legal securities beyond the penalty of the same, or to give any further relief, after a decree formerly had touching the said matter, which may be occasion of a lawless suit and vexation. For which cause, and divers other errors and imperfections in the said bill appearing, this defendant doth demur in law thereunto, and humbly demands the judgment of this honorable court, whether he shall be compelled to answer the complainant's bill, and prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

The Demurrer of H. F. one of the defendants to the Bill of Complaint of the Rev. S. H. Complainant.

A Demurrer to a Bill against several Complainants for distinct Matters.

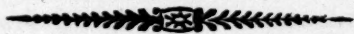
THE said defendant, by protestation, not confessing or acknowledging all or any the matters and things in the said complainant's bill of complaint contained, to be true and just, in such manner and form as therein is set forth and declared, for demurrer thereunto, saith, that it appears by the complainant's own shewing, in his said bill, that there are above fifty defendants thereby charged with several and distinct charges, not any dependance one upon another, and all for tythes, pretended to be due severally to the complainant, as rector or vicar of the parish church, &c. in the bill named; for which the said complainant supposeth this defendant, and the other defendants in the bill named, have made a promise, that in consideration the said complainant would forbear to prosecute the law against them for the said tythes, the defendants would respectively pay him the several monies in the bill mentioned, pretended to be due by them; and the complainant pretendeth he hath no remedy at the common law to force and compel this defendant and the rest to keep and perform it, being made in private, and that he hath no witnesses to prove it, and that he hath no remedy by the ecclesiastical law, nor can prove the said composition at the common law, his witnesses being dead or living in remote places; and for the avoiding multiplicity of suits, he prayeth the relief of this court. Now for that if the complainant hath right to tythes, thirds, or to any composition of tythes in the bill mentioned, either he hath remedy at law for them, and so needeth not the relief of this court, or if he hath no remedy at law, then there is no ground or consideration for the promise or composition in the bill mentioned; and for that it is very improbable, that a promise so lately made by so many parishioners of a parish as are defendants to the said bill, should be all dead or gone away in so short a time, and the said complainant by his own shewing, hath forborn suits but from
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the day of &c. on which the promise is supposed to be made, and thereby it appeareth, that the complainant doth endeavour rather to make than avoid multiplicity of suits. Therefore, and for divers other apparent errors and imperfections in the said bill appearing, this defendant doth demur in law to the said bill, and humbly prays the judgment of this honorable court, and resteth therein, whether he shall be compelled to answer thereunto; and further prayeth to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.



The Plea and Demurrer of L. T. Esq; and Dame S. K. two of the Defendants to the Bill of Complaint of T. S. and N. his Wife, by V. O. his father and guardian, Complainants.

The Bill being to recover a Marriage Portion, the Defendants plead the Plaintiff was never married.



THE said defendants, by protestation, not confessing all or any of the said matters of the said complainant's bill of complaint to be true, in such manner and sort as the same are therein and thereby set forth and declared, say, that the complainant by his said bill seeks to have relief for a pretended portion, in right of N. in the bill named, whom he pretends by the bill of complaint to be his lawful wife, and in whose right the complainant demanded the said portion: for plea thereunto, they say, that they are informed that the said N. is sole and unmarried, and not wife to the complainant, as in his said bill of complaint is pretended, and never was coupled to him in lawful matrimony. And these defendants are the rather induced to believe the same, for that the said N. doth not live and cohabit with the said complainant, and doth not acknowledge the said pretended marriage, but that some words were unduly and unjustly extorted from her by force, which she doth not remember, and hopes they were not binding to her; therefore these defendants humbly demand the judgment of this honorable court, whether the said complainant shall be admitted to question these defendants for, touching or concerning the pretended portion

tion of the said N. before he shall first prove himself to be her lawful husband. Wherefore, and for divers other apparent errors and imperfections in the said complainant's bill of complaint contained, these defendants do demur and abide in law, and humbly demand the judgment of this honorable court, whether they shall be compelled to make and give any other or further answer to the said complainant's insufficient bill of complaint, and humbly pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

Readings and Observations on Demurrers.

When it lies, and when not.

IF a bill be filed and the defendant appears, he may demur, plead, or answer, otherwise all process shall issue against him, as if he had not appeared.

[The defendant may demur if the bill is for a matter or sum below the dignity of the court, and it will be dismissed, or upon motion; but if there is fraud or complicated matter, it will be retained, however small. *Per Price B. M. 1717. Bunb. 17.*]

[If bill is brought for relief against several contracts for shares of the same stock bought of the defendants severally; and charges that they had formed themselves into a society to carry on the fraud, yet demurrer lies. *N. B. defendants must deny combination. Bull v. Allen in Sc'. H. 1720. Bunb. 69.*]

[Tho' defendant does not demur to a bill, as being too trifling for the court to entertain, yet he may take advantage of it at the hearing. *Brace v. Taylor, H. 1741. 2 Atkyns 253.*]

A defendant may demur, if the bill be for relief in a matter not proper for the court; as, if a bill of revivor
revive

revive an order made by the consent of the plaintiff, now married and not a party; for her consent is determined. *R. Ca. Ch.* 77.

[If plaintiff prays injunction to a mandamus from B. R. or to an indictment, information or prohibition, defendant may demur. *Ld. Montagu v. Dudman*, T. 1751. 2 *Vezey* 396.]

[If bill is brought to establish plaintiff's right of common, and set aside former decrees, demurrer lies to the whole bill, for plaintiff ought to have brought bill of review. *Lady Granville v. Ramsden*, in Sc'. H. 1719. *Bunb.* 56.]

[Tho' defendant has answered original bill, he may demur to the amended part. *Lowther v. Whorwood*, M. 1722. *Bunb.* 120.]

Defendant may demur for want of parties, or may take exceptions for it at the hearing. *Derwent v. Walton*, H. 1742. 2 *Atkyns* 510.

[Defendant may demur, if there are not sufficient parties; as, if a jointress brings bill against heir at law to have a covenant of her husband (to leave a jointure-house in repair) performed, and satisfaction for the want of it, the heir may demur, for that the executor ought to be a party; for tho' at law the creditor may sue the heir only, where he is bound, yet as the personal estate is the natural fund for debts, and the executor may shew he has performed the covenant, he must be a party in equity. *Knight v. Knight*, M. 1734. 3 *P. W.* 331.]

[Yet if administrator with the will annexed is a defendant, another defendant shall not demur, because it does not appear that the executor did not leave an executor, for the court will presume the administration to be right. *Tourton v. Flower*, T. 1735. 3 *P. W.* 369.]

[But if plaintiff has taken out administration in a proper court in a foreign country, our courts can take no notice of it; and if he has not also taken it out here, defendant may demur. *Ibid.*]

[If an estate is charged with 10*l.* per annum, wages to the knight of a shire, and a right given to a corporation, consisting only of the two knights and the sheriff, to enter and distrain, and one knight and the sheriff refuse to join in recovering it, and the other brings bill for it, defendant may demur. *Shepherd v. Cotton*, T. 1747. 1 *Vezey* 38.]

[If a crew of 80 appoint two of their number agents for prizes, and afterwards 64 of them agree the two agents shall

shall have certain shares, and bill is brought in behalf of the agents and the 64, demurrer lies, for the whole 80 should be parties. *Leigh v. Thomas, T. 1751. 2 Vezey 312.*

[To a bill brought for injunction to stay proceedings in ecclesiastical court for a church rate, to which a custom was pleaded and plea admitted, and for discovery of the value of estates, defendant may demur, for they are cognizable there. *Dun v. Coates, M. 1738. 1 Atkyns 288.*]

[If the lord of one manor brings a bill against the lord of another manor, to establish a right and be quieted in the possession of a fishery, defendant may demur, for the right should be first tried at law. *Ld. Tenham v. Herbert, 1742. 2 Atkyns 483.*]

[If the executor of an attorney brings bill for money due for business done, defendant may demur, for that the remedy is at law under 2 G. 2. c. 23. *Parry v. Owen, T. 1751. 3 Atkyns 740.*]

[If there is a decree to account, an estate to be sold, and the money paid to incumbrances according to priority, and afterwards plaintiff discovers and buys in incumbrances prior to defendant, and brings bill to tack his mortgage to these, defendant may demur. *Wortley v. Birkhead, T. 1754. 3 Atkyns 809.*]

[If the lord of a market brings bill for toll of corn brought to market, and that defendant combines to sell by sample at his house, and thereby prevents corn being brought to market, which is forestalling, and prays discovery; these are law questions, and defendant may demur. *Hawley v. Taylor, M. 1754. 3 Atkyns 815.*]

[If a supplemental bill is brought against a defendant, no party to the original bill, to answer the matters in the original bill, and no new matter is pretended to be arisen since filing the original bill, defendant may demur. *Baldwin v. Mackown, M. 1754. 3 Atkyns 817.*]

[If a bill is brought for discovery of assignment of a lease without licence, tho' it is not brought for the forfeiture, yet it does not expressly wave the forfeiture, defendant may demur. *Ld. Uxbridge v. Staveland, M. 1747. 1 Vezey 56.*]

[Defendant may demur to a bill brought by the East-India company, to discover how he came by possession of certain goods, and whether not by acts amounting to piracy or felony. *E. I. co. v. Campbell, T. 1749. 1 Vezey 246. in Sc'.]*

[But

[But demurrer does not lie to a bill for discovery of a conspiracy; in setting up a bastard child; for it is not a ground for criminal prosecution. *Chetwyn v. Lindon*, T. 1752. 2 *Vezey* 450.]

[Nor can defendant to whom lands are devised, charged to be an alien, demur to the discovery; for the disability of an alien to hold lands is not a penalty nor a forfeiture, but an incapacity; nor to a discovery whether another defendant is an alien, if first defendant hath an interest (tho' uncertain) in the lands. *Att. Gen. v. Duplessis*, H. 25. G. 2. *Parker* 144.]

So he may demur, if the plaintiff does not entitle himself to the thing demanded; as, if the husband sue alone, for a thing to which he has no title without joining his wife. *Ca. Ch.* 41.

[If a papist assigns an advowson for a term, and on conforming brings bill for re-assignment, suggesting it was in trust for himself to avoid the penalties, the defendant may demur. *Cottingham v. Fletcher*, H. 1740. 2 *Atkyns* 155.]

[To a bill brought by a protestant next of kin, for account of a rent-charge settled on a papist on marriage, defendant may demur, for the purchase or grant is void. *Michaux v. Grove*, T. 1741. 2 *Atkyns* 210.]

[If a bill brought for real estate seeks discovery of proceedings in the court of delegates, defendant may demur, for they relate only to personal estate. *Baker v. Pritchard*, T. 1742. 2 *Atkyns* 387.]

[If a bill is brought for an injunction, and to establish a right which is for a monopoly, and doubtful, and where the proceedings would be long and expensive; the court will allow a demurrer, for that plaintiff should have first established his right at law. *Whitchurch v. Hide*, T. 1742. 2 *Atkyns* 391.]

If the bill demand an account of an estate from an executor, upon a clause in the will of his testator, who devises a moiety of the estate, which his wife and executor shall have at his death to the plaintiff. *Ch. R.* 31.

If the bill demands a discovery of a title against a devisee, where the plaintiff does not shew a title in himself. *R. Ch. R.* 36.

[If the lord of a manor brings bill for recovery of a fine, suggesting that defendant was admitted by attorney, but denies it, and for arrears of quit-rents, the lands out of which they issue being unknown, and defendant demurs as to relief, the demurrer is good. *North v. E. Strafford*, M. 1732. 3 *P. W.* 148.] [If

[If the bill does not aver defendant to be assignee, but only that plaintiff is so informed, defendant may demur. *Ld. Uxbridge v. Staveland, M. 1747. 1 Vezey 56.*]

[If it is upon a collateral covenant, not running with the estate, and which therefore does not bind assignees, and assignee defendant may demur. *Ibid.*]

So, if the plaintiff demand things of several natures against several defendants in the same bill, if the defendants deny the combination charged; otherwise not. *1 Ver. 416.*

And they ought to deny combination, without more; for more over-rules the demurrer. *1 Ver. 463.*

[Yet where there has been possession of a fishery for a long time, he who claims the sole right may bring a bill to be quieted in possession, tho' he has not established his right at law; and it is not good cause of demurrer that defendants have distinct rights, for on an issue to try the general right, they may take advantage of them. *Mayor of York v. Pilkington, M. 1737. 1 Atkyns 282.*]

So, if the plaintiff sues before cause of action; as, if he sues an executor for a discovery of assets before a suit commenced against him; for perhaps he would pay, or confess assets. *Semb. Hard. 115.*

[It is good cause of demurrer, that it appears by the bill that defendant has been in uninterrupted possession for 34 years, and no incapacity pretended. *Frazer v. Moor, in Sc. M. 1719. Bunb. 54.*]

[A trustee may demur as well as the *cestuy que trust*, and the *cestuy que trust* is entitled to have the privilege maintained by the trustee. *E. Suffolk v. Green, T. 1739. 1 Atkyns 450.*]

[If discovery is sought, whether defendant did not procure subornation of perjury, and whether the evidence of A. did not influence a verdict, defendant may demur to both as one question. *Baker v. Pritchard, T. 1742. 2 Atkyns 387.*]

[If a legacy is given to a woman provided she marry with consent, if not, given over, she may demur to a bill for a discovery of her marriage. *Chauncey v. Tahourden, T. 1742. 2 Atkyns 392.*]

If a portion is given over, on marriage without consent, defendant may demur to discovery of the marriage only, tho' discovery of the consent is not prayed. *Chancey v. Fenhoulet, P. 1751. 2 Vezey 265.*

[But if a man by his will gives his wife the whole surplus of his personal estate, but if she marry again, then she is to deliver up half of the surplus to his brother and his heirs, and he shall call her to an account for it; a demurrer to a bill for a discovery of her marriage, and for an account, shall be over-ruled. *Lucas v. Evans*, T. 1745. 3 *Atkyns* 260.]

[Demurrer lies to a bill brought to discover whether there is such a person, or where he is, only to make him a party. *Dinely v. Dinely*, T. 1742. 2 *Atkyns* 394.]

[If a bill is brought to discover whether defendant after being instituted, &c. to one living, was not instituted, &c. to another, he may demur. *Boteler v. Allington*, H. 1746. 3 *Atkyns* 453.]

But it is no cause for a demurrer, that the plaintiff suggests, that the court roll (by which the defendant claims a copyhold) was falsely entered by the steward, tho' the defendant alledges, that the homage had found the entry to be true.

That the bill contains scandalous matter; for that ought to be referred, and expunged. *Semb. 1 Ver.* 107.

[If an officer of a company is made defendant to a bill against the company for a discovery, tho' the officer is not interested, and his answer cannot be read against the company, and he may be examined as a witness, and plaintiff can have no decree against him; yet, as his answer may tend to a discovery, as he may be prosecuted for perjury and company cannot, and as his answer may direct plaintiff to draw interrogatories, he shall not demur, but shall answer. *Wych v. Meal*, T. 1734. 3 *P. W.* 311.]

[If a bill is brought for the recovery of a curiosity found in plaintiff's manor, and sold to defendant undefaced; defendant cannot demur, tho' plaintiff might have *trover* for the value, or *detinue* for the thing itself. *D. Somerset v. Cookson*, M. 1735. 3 *P. W.* 390.]

It is not good cause of demurrer to a bill brought for an account of personal estate that there is a suit depending in the spiritual court for administration, for they have no way of securing the effects in the mean time. *Phipps v. Steward*, H. 1737. 2 *Atkyns* 285.

[Demurrer lies not to a bill for discovery of what goods defendant bought of plaintiff's agent, and what remains unpaid, and for payment of it. *Lisset v. Reave*, T. 1742. 2 *Atkyns* 394.]

The plaintiff cannot demur to an answer tho' it draws a matter into examination, which was settled before by a decree; but ought to move for an order to restrain such examination. *R. Ca. Ch. 56.*

So the defendant cannot demur, if he is in contempt, or answers by commission.

[A defendant cannot demur and plead, or demur and answer, to the same part of a bill; for the plea or answer over-rules the demurrer. *Jones v. E. Strafford, M. 1730. 3 P. W. 79.*]

So if to a bill for an account of rents and profits, to which discovery is incident, the demurrer, as to so much as seeks an account from a certain time, is that plaintiff has his remedy at law; and the plea, as to so much as seeks an account before filing supplemental bill, is the statute of limitations; the demurrer and plea shall be both over-ruled. *Dormer v. Fortescue, H. 1741. 2 Atkyns 282.*]

[If a demurrer is over-ruled, defendant may afterwards insist on the same thing in his answer. *Ibid.*]

[The court will not determine the construction of a will on demurrer, if there is any doubt, but will over-rule it without prejudice to defendant's insisting on the same matters by answer; but if on the face of the bill plaintiff has no title, the court will determine on demurrer. *Brentford v. Edwards, H. 1750. 2 Vezey 243.*]

[A demurrer bad in part is void for the whole. *E. Suffolk v. Green, T. 1739. 1 Atkyns 450.*]

[So if a trustee in an usurious bond defendant to a bill for discovery, and to perpetuate testimony, demurs to both it is bad; had it been only to the discovery, good. *Ibid.*]

[A demurrer for want of jurisdiction is informal and improper, defendant should plead to the jurisdiction. *Robertdeau v. Rous, M. 1738. 1 Atkyns 543.*]

[Length of time is not proper matter for a demurrer, but for a plea. *Gregor v. Moleworth, M. 1740. 2 Vezey 109.*]

[If defendant answers to part of the discovery, he cannot demur to other part. *Abraham v. Dodgson, H. 1740. 2 Atkyns 157.*]

[But defendant may answer to the discovery, and demur to the relief. *Ibid.*]

[The court cannot let a demurrer stand for an answer. *Anon. T. 1747. 3 Atkyns 530.*]

[If defendant has an order to plead, answer or demur, but not to demur alone, and demurs to the bill as containing inconsistent matters, and answers only to the combination

nation and confederacy, it is not answering according to the order. *Semb. sed Q.* For if he makes other answer he over-rules such demurrer. *Done v. Peacock, H. 1750. 3 Atkyns 726.*

[If the bill charges, that by producing a deed under which defendant claims, it will appear it was made by a tenant for life only, and defendant does not plead he is a purchaser, but demurs to the whole, it is not good. *Stroud v. Deacon, T. 1747. 1 Vezey 37.*]

[Defendant cannot demur to a bill for partition of tithes, for this court can divide them. *Baxter v. Knollys, T. 1750. 1 Vezey 494.*]

[No benefit of exception can be saved on a demurrer. *Gregor v. Molefworth, M. 1740. 2 Vezey 109.*]

[The particulars which are demurred (or pleaded) to, must be distinguished; it is not enough to say, as to so much of the bill as is not after answered, &c. *Chetwynd v. Lindon, T. 1752. 2 Vezey 450.*]

How put into Court, &c.

A DEMURRER may be put into court upon a general dedimus.

Or under the hand of counsel only, without commission, or in person. *Ord. per Cla. Rules and Orders of Chancery 96.*

[Defendant may demur at the bar *ore tenus* (tho' he has before put in a demurrer which is over-ruled) and in that case it shall be without costs on either side. *Tourton v. Flower, T. 1735. 3 P. W. 369.*]

But after an attachment with proclamation, it shall not be received without leave of the court, upon motion and satisfaction for the delay. *Ord. per Cla. Rules and Orders of Chancery 99.* Nor after motion for time to answer.

Yet all contempts being pardoned by a general pardon, a demurrer was allowed after proclamation returned. *Ca. Ch. 238.*

A demurrer ought to shew the causes for which it is demurred. *Ord. per Cla. Rules and Orders of Chancery 97.*

Yet a bill may be dismissed at the hearing, for causes not shewn upon the demurrer, upon payment of costs for the

the causes over-ruled. *Vide 1 Ver. 78. Vide Practical Register in Chancery 133. Vide Rules and Orders of Chancery 97.*

Otherwise, if the defendant had not demurred, but only pleaded: *Vide 1 Ver. 78, 79.*

There cannot be a demurrer to a subpoena in the nature of a *scire facias*; for a subpoena is no record. *Ca. Ch. 50.*

Nor to an answer, which would cause a re-examination of matters before settled. *Ca. Ch. 56.*

The plaintiff, within eight days after a demurrer, may amend his bill, upon payment of 20s. to the defendant's clerk. *Vide Practical Register in Chancery 133.*

Or he may dismiss his bill upon payment of 40s. without motion; which will be no impediment to a new bill. *Vide Practical Register in Chancery 133.*

So by order in the Exchequer, if the plaintiff within two days before the time fixed for hearing, gives notice to the defendant that he admits the demurrer, and pays 20s. costs, the defendant ought not to have it heard. *Vide Rules and Orders in Exchequer 5. Rule 11.*

So, if the plaintiff, in such time gives notice that he will reply to the plea, he may reply within a week without costs; otherwise the defendant shall be dismissed with 30s. costs. *Ibid.*

If the plaintiff in Chancery does not amend or dismiss his bill, the defendant shall enter his demurrer with the register, to be argued in court within eight days after the filing, otherwise it will be disallowed *ex cursu*, as for delay, and the plaintiff shall have a subpoena for another answer, and 40s. costs. *Vide Rules and Orders of Chancery 97. Vide Practical Register in Chancery 134.*

After such a disallowance, it shall not be argued without motion and leave of the court. *Vide Rules and Orders of Chancery 97.*

If, upon debate the demurrer be allowed, the bill shall be dismissed with costs. *Vide Practical Register in Chancery 133, 4.—So, by order in the Exchequer. Vide Rules and Orders in Exchequer 4, 5. Rule 9.*

But there shall be no costs, if the demurrer comes in upon a *dedimus*. *Ord. per Cla. Vide Rules and Orders of Chancery 96. 1 Ver. 282. Vide Practical Register in Chancery 134.*

If a demurrer, or plea be allowed to part, the plaintiff shall pay 30s. costs.

If a demurrer be over-ruled, the defendant shall pay 5 marks for costs. *Ord. per Cla. Rules and Orders of Chancery 96. Vide Practical Register in Chancery 133.* So,

So, if it be over-ruled for the causes alledged, tho' the bill be dismissed for another cause. *Ibid.*

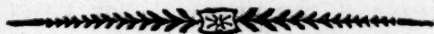
So by order in the Exchequer, if it be over-ruled, or not set down before the Saturday seven-night after it is put in, the defendant shall pay 40s. and rejoin gratis, and join in commission. *Vide Rules and Orders in Exchequer 4. Rule 9.*

Or if the defendant two days before the time fixed for the hearing his plea or demurrer, answers and gives notice thereof to the plaintiff's attorney, he shall pay only 20s. costs. *Vide Rules and Orders in Exchequer 5. Rule 9.*

If the demurrer be long and frivolous, the court orders the defendant to pay 5*l.* for costs, and that no pleading be afterwards received under the hand of the same counsel.

If the demurrer be for want of title, and the defendant answers to several parts of the bill, he thereby over-rules his demurrer. *Semb. 1 Ver. 90.*

If the demurrer be for want of parties, where the bill is for a discovery of other parties concerned in interest, it will be over-ruled. *1 Ver. 95.*



Interrogatories.

Interrogatories to be administered to Witnesses, to be produced, sworn, and examined, in a certain Cause depending in the High Court of Chancery, wherein A, B, and C, are Complainants, and D, E, and F, are Defendants, on the part and behalf of the Complainants, as follow:

First Interrogatory.

DO you know the parties, complainants and defendants, in the title of these interrogatories named, or any, and which of them; and how long have you known them, or any, and which of them respectively? Declare the truth, and your knowledge herein.

To prove a Deed.

Look upon the deed, or writing, now produced and shewn to you at this the time of your examination, marked with the letter A, and purporting to be, &c. Was such deed, or writing, sealed and delivered in your presence, and by whom? Were you a subscribing witness to the sealing and delivery thereof? and is your name indorsed, and set as a witness thereto, of your own hand-writing? and do you know the hand-writing of the other witness, or witnesses, thereto? and is, or are the name or names of such witness, or witnesses, of the proper hand-writing of such witness, or witnesses? and did you see them, or any, and which of them, set any, and which of their names as subscribing witness, or witnesses, thereunto? Set forth the particulars at large, according to the best of your knowledge, remembrance, and belief, and the truth declare.

That the Intestate left no Issue, or next of Kin, but an only Sister.

Do you, or do you not know, or have you, or have you not been credibly informed, and how, and by whom, that the said A B had, or left at his death, any and what issue,
or

or any father or mother, brother or sister, brothers or sisters, or brothers or sisters children, uncle or aunt, uncles or aunts, and if any whom, by name particularly, was the said A B, in any manner, and how, related to the complainant C D, or not? If yea—Set forth in particular, their degree of kindred, the one to the other, and how made out. Do you know of any, and what person, or persons, who is, or are nearer, and how nearer, or as near of kin, and how, to the said A B, as the said complainant C D, or not? Set forth according to the best of your knowledge, remembrance, and belief, with the reasons and circumstances to induce your belief, fully and at large. Declare, &c.

Concerning the Intestate's own Declaration.

Did the said A B, in his life-time, at any time, and when, and on what occasion, acknowledge or declare, that he had a sister named R T, and say any thing, and what, touching or concerning such sister, and his family, or not? And did the said A B, at any time, and on what occasion, declare that any, and what person by name, was his nearest relation, or next of kin, or not? Set forth according to the best of your knowledge, remembrance, and belief herein, with the reasons and circumstances thereof, fully and at large.

That the Complainant was the only Sister.

Do you know, or have you any, and what reasons to believe that the complainant C D, was the sister, and the only, or one of the next of kin of the said A B, or not? If yea—Set forth the reasons and grounds of such your knowledge and belief herein, fully and at large.

To prove the Marriage of the Complainant from the Registry.

Look upon the paper writing now produced, and shewn to you at this the time of your examination, and marked with the letter A: did you compare and examine the same with the register of any, and what parish or place, book or books, entry or entries, or not? If yea—Does the same contain a true copy of such register, book or books, entry or entries, with which you so examined or compared the same, or not? Declare.

To prove Copies of Records or Decrees.

Is or are any, and which of the parchment or paper, writing or writings, now produced and shewn unto you at
this

this the time of your examination, marked respectively with the letters A, B, C, D, &c. a true copy or copies of any and what record or records, decree or decrees, or any other, and what proceedings in any and what court or courts? And did you, or did you not, examine the said copy or copies, or any and which of them with the original record, decree or decrees, or how or with what original paper, parchment, book or books, entry or entries, and with whom and when did you examine the same, and where is or are such original record or records, decree or decrees, or other proceedings now remaining, as you know or believe, declare.

Look upon the several parchment and paper deeds, writings or agreements, now produced and shewn to you, at this the time of your examination, and marked with the respective letters A, B, C, D: give an account where and when you found the same, or any and which of them, and in whose custody or power, and where the same was found and discovered by you among any deeds and evidences of any and what person or persons: and did such deeds and evidences, and the said parchment and paper deeds, writings or agreements, or any and which of them, upon your finding the same, appear to be carefully preserved in any closet, bureau, box or boxes, with or without locks and keys to the same: set forth a full and particular account of the finding of the said produced parchment and paper deeds, writings or agreements, and declare what you know touching the matters in this interrogatory enquired of.

As to the Circumstances of the deceased.

Did you know A B, late of the parish of, &c. and since deceased? and for how long did you know him before his decease? And when, at, or about what time, or how long ago did he die, as you know, or for any and what reason believe? And what circumstances or condition of life was he, or did appear to be in for any time, and how long next before his decease? And was he or did he appear for any time, and how long before his death, able or unable to pay his just debts, as you know, or for any and what reason believe, and whether or no did he for any time, and how long time before his decease, use, exercise, or follow any and what trade, business or employment? Or how or in what manner did he get his maintenance or livelihood, as you know, or for any and what reason believe? And where did he usually live or reside for any time,

INTERROGATORIES.

and how long before his death, as you know, or for any and what reason believe? Declare the whole truth herein, with all the circumstances thereof, and the whole of your knowledge and belief relating thereto, together with the grounds and reasons of such your knowledge and belief.

To prove a Bond and Warrant of Attorney.

Look upon the bond and warrant of attorney, or writing now produced and shewn to you, at this the time of your examination, marked respectively A, B, &c. whether or no, were the said produced writings, or was either, and which on them, ever, and when, signed, sealed and delivered, or in any and what manner executed, by any and what person or persons, in your sight or presence, or in the presence of any and what person or persons, as you know, or for any and what reason believe, and whether or no is your name or mark set, or subscribed, or indorsed to, or upon the said produced writings, or either and which of them, as a witness to the signing, sealing delivery, or execution thereof, or of either and which of them, by any and what person or persons, or as a witness to any and what receipt, or receipts, or writing or writings thereon, or on either and which of them endorsed, or written, If, yea—Is your name or mark, so set or subscribed, of your own proper hand-writing; and of whose respective proper hand-writing are, or is, any and what name or names, or mark or marks, of any and what person or persons, set, subscribed, or endorsed to, or upon the said produced writings, or either and which of them, as witness to the signing, sealing and delivery, or execution thereof, or of either and which of them, by any and what person or persons, or as a witness or witnesses, to any and what receipt or receipts, or writing or writings thereon, or on either and which of them endorsed or written, as you know, or for any and what reason believe, and whether or no are such witnesses, or are, or is, any or either, and which of them, living or dead, as you know, or for any and what reason believe? Declare.

To prove Money paid in part of Interest on a Bond.

Did, or did not, the complainant ever, and when, and of whom, and in what manner, receive any, and what sum or sums of money, and to what amount, for or in respect or in part, or on account of the principal or interest due on the bond or warrant of attorney, in the next foregoing interrogatory mentioned, and now produced and shewn to you at this your examination, marked respectively A and B, as you know

know, or for any and what reason believe ? or did the same complainant ever and when, in any and what manner, receive of and from the said C D, or from any other, and what other person or persons, by his order, or on his account, any and what sum or sums of money, and to what amount, for or upon any other and what account, or how otherwise, as you know, or for any and what reason or belief ? Declare the whole truth herein, with all the circumstances thereof, and the whole of your knowledge and belief relating thereto, together with the grounds and reasons of such your knowledge and belief.

To prove a Will by a subscribing Witness.

Whether or no did the said A B, deceased, in the foregoing interrogatories named, ever and when, and where in your sight or presence, or in the presence of any and what other person or persons, sign, seal, publish, or declare his last will and testament in writing, or any and what writing, as or for, or purporting to be his last will and testament, and whether or no is the will or writing, now produced and shewn to you at this the time of your examination, marked C, the same will the said A B so signed, sealed, published or executed as and for his last will and testament, as you know, or for any and what reason believe ; and whether or no did you, or any other, and what person or persons in your sight or presence, at any time, and when after the said A B had so signed, sealed, published, or executed his said will, or at any other time, and when subscribe, or set your and their, or any and which of their respective names and marks, as witnesses thereto ; and whether or no did you and they, or any and which of them, so subscribe or set your and their, or any and which of their respective names, or marks thereto, in the presence of the said A B, or how otherwise ; and whether or no is your name, or mark, subscribed or set as a witness thereto, of your own proper hand-writing, and of whose respective proper hand-writing are or is any, and what name or names, mark or marks, of any and what person and persons, set or subscribed to or upon the said produced will or writing, as the party executing the same, or as witnesses to the execution thereof, by any and what person, as you know, or for any and what reason believe ? and whether or no are such witnesses, or are or is any and which of them living or dead, as you know, or for any and what reason believe ? Declare.

To

INTERROGATORIES.

To prove the Testator of sound Mind, &c.

Whether or no was the said A B, deceased, in the foregoing interrogatories named, at the time of his signing, sealing, publishing, or executing his said will, or writing marked C, in the next foregoing interrogatory mentioned, and now produced and shewn to you at this your examination, of good and sufficient sound mind, memory, and understanding for making his will, and was the said A B then capable, or was he then in any and what manner incapable of understanding or disposing of his estate or affairs, as you know, or for any and what reason believe? Declare.

To prove a Difference submitted to Arbitration, and an award made thereon.

Do you, or not, know of any and what dispute or difference that was subsisting or depending between the complainant and the defendant, touching the complainant's paying the sum of ———, or any other and what sum of money, to C D, in the pleadings in this cause named? If yea—When, or about what time, was such dispute or difference, and what was the nature thereof? Did or did not the said complainant, and the said defendant, and when, agree to refer such dispute or difference between them to the arbitration and determination of any and what person or persons? And did such person, or persons, undertake such reference or not; and did such persons, or not, fully hear the said complainant, and the defendant, touching such dispute or difference? If, yea—When, and where, did such persons hear them, and did such persons as were so appointed or nominated, referees or arbitrators, make any and what award, or give any and what opinion, touching the matters so referred to them; and was, or was not, the defendant made acquainted with such arbitration or opinion, and did he seem satisfied, or dissatisfied therewith? And what profession, or employment, did such person or persons, to whom such difference was then referred, then follow, and how long had such persons followed and been of such profession or business? Declare, &c.

To prove the Plaintiff took the Defendant's Word for the Money instead of a Note.

Did, or did not, the defendant, and when, offer or promise to pay the complainant any, and what sum of money, which such arbitrators, or referees, had awarded to be paid, or were of opinion ought to have been paid by the defendant

dant to the complainant? or did, or did not, the said defendant then offer to give the complainant his promissory note for the payment of such money; and did, or did not, the complainant then say, he would take the word or promise of the defendant for payment of such money; and did, or did not, the complainant for that, or for any other, and what reason, decline or refuse to take the said defendant's note for payment of such money? Declare.

The Intestate dying, C D married his Widow, and possessed his Effects.

Did you, or not, know or was acquainted with A B, of, &c. the complainant's late father, deceased, and C D, late of, &c. in the pleadings in this cause, severally named in their respective life-time? If yea—How long did you so know them, and how, and by what means, did you become acquainted with them respectively, and when, or about what time did they severally die? Declare.

Whether the Intestate followed the Business, and what was the Value of his Goods and Stock, and if fairly appraised, &c.

Did the said A B, in his life-time, follow the trade or business of a ———, and a dealer in ———, or either and which of them, or any other and what trade or business, and where, or in what place or places? Was the said A B, at the time of his death, possessed of any household goods, stock in the said trades, or either and which of them, and of any other and what goods, chattels, personal estate, or effects, yea, or no? If yea—Of what did the same consist, and what was, or were, the value of the same respectively? Do you know, or not, whether any inventory, valuation, or appraisement, was, or were, at any time, and when, and by whom made or taken, of such goods, chattels, personal estate, and effects, and doth such inventory, or not, contain a full, true, and particular account of the same, together with the natures, kinds, quantities, qualities, true and utmost value for the same, and every part thereof, or what omission, or omissions, was, or were made therein, and by whom, and for what cause, or reason, was or were the same so undervalued, or not inserted therein? And was, or were, the person or persons who so respectively valued or appraised the same, or not, deemed, looked upon, or esteemed to be men of skill and judgment in that business? And who by name hath, since the death of the said A B, possessed such household goods, furniture, several stocks in trade, chattels and

INTERROGATORIES.

and effects, every or any part thereof, or what is become of the same. as you know or have heard, or for any and what reason believe? Declare all you know, have heard, or do believe, touching the matters enquired of you by this interrogatory, fully and at large, together with the reasons for such your knowledge and belief.

Whether possessed of any Stock.

Was the said A B, in the preceding interrogatory named, or not, possessed of any and what stock in the public funds, or any, and which of them, as you know, have heard, or for any and what reason believe, yea or no? If yea,—what stock, or stocks, to what value or amount, and in what particular company, or companies, was the said A B so possessed of such stock, and what is become of the same? Declare all you know, have heard, or do believe, touching, or in any wise concerning the matters enquired of you by this interrogatory, and when, of, and from whom, you so heard the same, together with the cause and reason of such your knowledge and belief, fully and at large.

To prove several Debts, and from whom due to the Intestate, and upon what Security.

Do you know of any debt or debts, sum or sums of money, due, owing, or payable to the said A B, at the time of his death, by or from any person or persons, and whom by name, upon any mortgage, bond, note, or other security, or securities; and in particular, of and from F, G, H, I, K, or any, and which of them? If yea, what debt or debts, sum or sums of money, was or were so due, owing and payable to the said A B, at such the time of his death, by or from any such person or persons, in particular, and whom by name, and where now doth, or do, such several person or persons live and reside, or last lived and resided, and may be found or heard of, upon any and what mortgages, bonds, notes, or any other and what security? and which, particularly, of such debt or debts, have, or hath been, at any time, and when, received, got in, or compounded for? and for how much money, or other thing particularly, and which particularly now remain outstanding, and upon any, and what security, or securities? or did the said defendants, or either, and which of them, at any time, and when, take or pursue any, and what, legal or other method,
for

for the recovery of the same, or any and which of them; and if not, why and for what cause or reason, did they neglect so to do? Declare all you know, have heard, or do believe, touching, or in any wise concerning all, or any of the matters enquired of you by this interrogatory, fully and at large, together with the cause and reason of such your knowledge and belief.

To prove the Time of the Defendant's Marriage, and Money received by the second Husband.

Do you, or not, know at, or about what time, the defendants intermarried together? If yea,—when, or about what time, did they so intermarry? Did the said E F, (*second husband*) or any other person or persons, and whom, by name, by his order, or for his use, after such intermarriage with the other defendant, possess himself of any, and what part of the personal estate of the said A B, and to what value or amount? Declare all you know, have heard, or do believe, touching, or any wise concerning the several matters enquired of you by this interrogatory, fully and at large, together with the cause and reason of such your knowledge and belief.

To prove Money laid out on the Son during his Apprenticeship.

Do you, or do you not know, or can you, or not, set forth what sums or sums of money the defendants, or either of them, did expend and lay out in cloaths, and other necessary things, for the said Y Z, during the time of his apprenticeship? If yea,—what sum or sums of money did the said defendants respectively lay out, or expend, or reasonably deserve to have for such cloaths and necessary things, so by them found and provided for the said Y Z, during such the time of his said apprenticeship, as aforesaid, as you know, have heard, or do believe.

To prove Money laid out in purchase of Messuages, Lands and Rents, according to Deed or Agreement.

Whether, or no, did the said A B, in the foregoing interrogatories named, or did you, or any other person or persons, and whom by name, as trustee or trustees, agent or agents, for him, or how otherwise for or on his behalf, ever and when, in any and what manner, purchase of any person or persons, and whom by name respectively, any and what messuages, lands, tenements,
rent,

rents, hereditaments, or any other, and what estate or estates? If yea,—where was or were, is or are, such messuages, lands, tenements, rents, hereditaments, or estate or estates, respectively situated, and what consideration, or considerations, was or were paid or given, or agreed to be paid or given; and when, and by whom, and to whom, for such purchases respectively? Was, or were, any and what sums of money, and to what amount, due or owing from, and unpaid by the said A B, at the time of his death, to any person or persons, and whom, for or on account of all, or any, and what part of the purchase-money, or other, and what consideration paid or given, or agreed to be paid or given, for all or any, and which of the said messuages, lands, tenements, rents, and hereditaments, or other estate or estates, or any, and what part thereof, so purchased by or for the said A B? Hath, or have, such sum or sums of money, or any, and what part thereof, and to what amount, been at any time or times, and when, since the death of the said A B, paid, and by whom, and to whom, or doth, or do all, or any, and what part of such sum or sums of money, and how much in the whole now remain due, owing, or unpaid, and to whom? Declare, &c.

The purchased Premises subject to a Mortgage and Ejectment, brought for the Recovery of the Possession.

Whether, or not, do you know all, or any, and which of the messuages or tenements, lands, hereditaments and premises, in the pleadings in this cause mentioned to have been purchased by the complainant of C. D. in the pleadings in this cause also named, in the name, and for the use of his the said complainant's son, X. Y. in the pleadings in this cause named, and which of them? And can you set forth whether the same, or any, and which of them were, or was, at that time, subject to any and what mortgage, and when, and to whom by name, made, and for what sum, and whether any and what application, or applications, were, or was, at any time or times, and when, and in what manner, and by, and to whom made, for payment of the money due on the said mortgage, or any and what part thereof, and what was the end or result of such application, or applications, or any and which of them; and do you know, or can set forth, whether any, and what action, or actions, in ejectment, was, or were, at any time and when, after the making of

of such purchase, commenced, and by and against whom, for the recovery of the possession of the said premises, or any and what part thereof, and what proceedings were held therein, and by whose means, or for or upon what reason account such action or actions, was or were commenced and prosecuted, and whether the same might have been prevented, or not, and by what means? Set forth the particulars at large, according to the best of your knowledge, remembrance, information and belief, with the reasons for such your belief.

An Assignment of such Mortgage executed, &c.

Whether, or not, was you at any time, and when, retained or employed, and by whom, and for and on whose behalf, to procure any and what indenture, or indentures, or other writing or writings, touching, or in any wise, and how, concerning the said premises, in the said second interrogatory mentioned, or any and which of them, to be signed, or otherwise, and how executed, and by whom; and did you prove the same, and when, to be accordingly so signed, or executed, and by whom and was, or were any, and what alteration, or alterations, made therein, or in any, or either, and which of them, and by whom, previous to the signing or execution thereof, or not, or why, or for what reason, and at whose instances, and by or with the orders, consent, or privity of all, or any, and which of the parties thereunto, was, or were, such alteration, or alterations, or any, and which of them, so made, and was any, and what consideration then paid, or given, to the person, or persons, so signing or executing the same, or not, and when and by whom? Declare what you know, have heard, and do believe, touching the matters enquired after by this interrogatory, with the reasons for such your belief at large.

To prove what the several Messuages were yearly worth, to be let at; and whether out of Repair, and what it would cost repairing.

Do you know a messuage or tenement in, &c. a messuage or tenement in, &c. or any, and which of the said messuages or tenements? Did you know the same, or any, and which of them, in the years 17— and 17—, or in either, and which of these years? Are you a judge of the value of the houses in —, or conversant therein?

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If yea, — what was the yearly value of the said two messuages or tenements, respectively, or what yearly rent were the same, or any and which of them respectively worth, to be let upon leases to solvent tenants, in the said years 17— and 17—, or in either of the said years? What was the state and condition of the said houses, or of any and which of them, in the year 17—? Were the same, or any, and which of them, in good tenantable repair, fit for habitation? And was, or were any, and which of them, uninhabitable, or empty; and if uninhabitable or empty, why, or for what cause or reason, and what sum or sums of money will it cost, or be worth, or would it cost and be worth in the said year 17—, to put the said houses, messuages, or tenements, and every, or any of them, in tenantable repair, fit for habitation? Declare all you know, have heard, remember, or believe, touching the several matters enquired after by this interrogatory, with the causes and reasons thereof, at large.

To prove Money laid out for Meat, &c.

Did, or did not the said A B, in his life-time, and the said C D, since his decease, or from what time to what time, find and provide for the said complainant, (or defendant) meat, drink, washing, lodging, and any other, and what, necessaries? and what did they, the said A B, and C D, respectively desire to have for such, the board, lodging, maintenance and necessaries, so found and provided by them respectively for the said complainant (or defendant) by the year, month, or week, to the best of your judgment and belief? And did, or did not, the said A B, in his life-time, and the said C D, since his decease, respectively pay, lay out, and expend, any, and what sum, or sums of money, for and on account of the said complainant (or defendant)? If, yea—when or about what time, or times, and to whom, and for what purpose, did they so respectively pay, lay out, and expend the same? Declare all you know, remember, or do believe, touching the matters enquired after by this interrogatory, and how, or by what means you are enabled to depose thereto, with your reasons therein, fully and at large.

Schedule.

Look upon the paper writing, now produced and shewn unto you, at this the time of your examination, marked with the letter A, purporting to be a copy of the schedule

to the answer of the defendant Y Z, to the complainant's bill in this cause, and carefully peruse and inspect the several charges, or items therein: did, or did not, the said A B, in his life-time, and the said Y Z, the said defendant, since his decease, respectively pay, lay out, or expend, at or about the respective times, and to the several persons, and for the purposes therein mentioned, all or any, and which of the sums of money therein charged, or mentioned? and set forth how, and by what means you are able to depose to the said matters, with your reasons therein, at large.

Concerning a Partnership, and Goods consigned, and where, and to whom; and if such Persons were of kin.

Has the complainant usually, or at any and what time, had any and what number of partners, and whom by name, in carrying on the trade of buying and selling corals, &c. and importing and consigning the same to any and what persons, and places, in East India? If yea, was A B, of London, merchant, at any and what time a partner with the said complainant, in importing and consigning any, and what parcels of, &c. to any and what person or persons, and to any and what places in East India? If yea,—were any, and which of the said persons, to whom the said, &c. were so consigned, any and what relation to the said A B? Is the said C D, any, and what relation to the said A B? Declare the same according to the best of your knowledge, information and belief, with the reasons and circumstances of such your knowledge, information and belief.

Did the Plaintiff always consign all Goods to Agents, so that they should be under the Care of his Factors, &c.

Did the complainant always so consign his corals, &c. to his agents, or consignees, at —, in East India, as that they should be constantly under the care of two persons, as his factors, and who were to be answerable to the complainant for the same? Had the said complainant any, and what quantity of coral imported by the ship —, in 17— into —, in East India? If yea,—to how many persons in particular, and to whom by name, was each and every parcel of the said coral, &c. consigned? Declare the same according to the best of your knowledge, information and belief.

The

The particular Times of the Sales, and if to be paid for in Money or Goods.

Are you acquainted with, and knowing of the accounts of sales of the said complainant's coral, &c. by the said defendant dated —, and the —, &c. as set forth in the complainant's bill of complaint? If yea—when, and at what time, and times, were the said corals, &c. or the particular parcels thereof, respectively to be paid for by the purchasers thereof? Were such payments to be made in money, or in any other, and what commodities, and to whom? And if in goods and commodities, and not in money, what was to be done with such goods and commodities, and where and to whom, were the same to be sent? And were such accounts of sales, dated at the time of their real and actual sales, or at any other, and what times, and for what reasons? Declare the same according to the best of your knowledge, information and belief, together with your full reasons for the same.

As to the Capacity of two Agents, &c.

Which of the defendants; A B, or the said C D, had the most knowledge, or skill, and was the best qualified, and the most to be relied upon, for the management and sale of the said coral, &c. so consigned to them by the said complainant, and in the purchase of diamonds, &c. and on which of the said defendants did the said complainant mostly rely upon for that purpose? Were the said consignments made to the said defendant C D, on account of his skill and knowledge in the management of such a commission, or otherwise, and how? Declare all you know, have heard, and do believe, touching the several matters enquired of you by this interrogatory with the reasons of such your knowledge and belief, at large.

As to the Defendant's Credit.

Was the said A B, at the time the said C D left —, or at any, and what time before, in good or bad credit? Was he he not at that time, and had he not been long before, and how long, reputed the most considerable person at —, in the branch of business in which the complainant employed him, or how otherwise? Had he been for any time, and how long, and for what reasons, esteemed a person of affluent circumstances, or of distressed and doubtful ones? Was it the general opinion that he

was

was in very good, or very bad circumstances? Did his failure and insolvency, occasion any general surprize and consternation, or were they for a long, or any time generally expected, or not? Declare all you know, have heard, and do believe, touching the several matters enquired of you by this interrogatory, with your reasons for the same, at large.

Goods consigned, of which Sale was singly made.

Do you know of any, and what quantity of corals, &c. which were consigned by the complainant to the defendant, and of which the sale was singly made, and alone, by the said Y Z, without the direction, concurrence, or privity of the defendant C D, and which was made by the said Y Z, not as a joint factor with the defendant C D, but as the only factor of the same? Declare the same, according to the best of your knowledge and belief, together with your reasons for the same.

How much the Defendant was worth at Failure.

Was the said defendant C D, upon his failure and insolvency, worth considerable effects, and of what nature, and to what amount in the whole? How much in the pound has been paid, is proposed to be paid, or probably will be paid to his creditors? Might not the said complainant have come in as a creditor upon the estate and effects of the said Y Z, and received a dividend for his debt, in proportion to the rest of his creditors, or how otherwise? Declare the same, according to the best of your knowledge, information and belief, together with the reasons thereof.

Have the Books been inspected, and do they appear fair, &c.

Have the books and accounts of the said Y Z, since his failure and insolvency, been inspected by his creditors, or any and which of them? If yea—have you or not, inspected them. or any, and which of them? If yea—do they appear to have been kept, and made out, in a correct and regular manner, or in an irregular and careless manner? Are such accounts, and the truth of them, to be trusted or confided in, or do they deserve great, or any, and what credit? Declare all you know, have heard, or do believe, touching the several matters enquired of you by this interrogatory, together with your reasons at large, for the same.

If

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If a Tenant, and at what Rent; and if paid any Money in Advance, and had any Allowance, and for Land-tax, &c.

Are you, or are you not, a tenant, or occupier of a messuage or tenement, messuages or tenements, situate in part of the estate of A B? If yea—of whom did you take, or agree with for the yearly rent, or yearly rents, of the said messuage or tenement, or messuages or tenements, so in your possession? Did you, or did you not, pay to any person or persons, and whom by name, any and what sum or sums of money, in advance, or in part of the rent, or rents, to grow or become due for the said messuage or tenement, messuages or tenements, at the time of your taking or occupying thereof, or at any other time, and when? If yea—why and for what reason, and to whom, and on what account, did you pay the same; and was, or was not, any deduction or allowance made thereout for the land-tax, or other taxes usually paid or allowed by the landlord of such messuage or tenement, or messuages or tenements so in your possession; or was, or was not, the land-tax, and other taxes, permitted by the said A B to run in arrear; and what sum, or sums of money was in arrear, and allowed you by the defendant C D, on account of the land-tax, or his taking possession of and receiving the rents of the said estate? Set forth the matters enquired after by this interrogatory, fully and particularly.

If the Plaintiff viewed the Premises while repairing, and approved, or not, thereof.

Do you, or do you not know, whether the complainant A B, (during the time the said messuages or tenements, in the said last interrogatory mentioned, or either of them, or any part of them, or either of them, were repairing or altering, by, or by order of the said A B,) was at any time present, or did view, or see the said repairs, or alterations, making or carrying on? If yea—Did the said A B. at any such time or times, to your knowledge, declare his dislike or disapprobation of the said repairs, or alterations, or forbid the workmen, or other person or persons, from going on therewith, or with any part of the said repairs or alterations; or did the said A B. by his behaviour, at such time or times, seem satisfied therewith, or to acquiesce therein? Declare all you know, have heard, or do believe, touching the matters enquired of you by this interrogatory, together with your reasons for the same.

A Book

A Book of Account kept of such Repair, and by whom.

Look upon the book produced and shewn unto you, at this the time of your examination, marked with the letter A, and purporting to be, and containing an account of monies laid out and expended in the repairs, alterations, and improvements, in the messuages or tenements in the interrogatories mentioned, or of some part or parts thereof; of whose hand-writing are the account, or accounts, therein inserted and kept to the best of your knowledge and belief; and what is now become of the person who wrote, inserted, or kept the said book of account, or accounts? Is such person living or dead? (If dead) when, and about what time, did he die? Was, or was not, the said person, in his life-time, employed by the said C D in any, and what capacity, relative to, or concerning the said estate, or estates, herein before mentioned? Set forth the matter enquired after by this interrogatory, fully and particularly.

If possessed of any Stock in Trade, and how disposed of, and if any Security taken, and how much remained due thereon.

Was, or was not, the said A B, at the time of his death, possessed of, or entitled unto some, and what stock in trade, and hath, or not, the same, or any, and what part thereof, since his death, been sold, and by whom, and to whom, and for how much money, and when, and how payable? Whether or no was, or were, any, and what security, or securities, given; and when, and by whom, and to whom, for payment of such money, or any, and what part thereof; and hath, or hath not, the whole, or any, and what part of such money so secured, been received or got in, and by whom; and is, or is not, some part of such money, and to what amount, now remaining due on such security, or securities, or some, or one, and which of them, and how much was remaining due in respect thereof, on the — day of —, 17—? Declare the truth of the several matters enquired of you by this interrogatory, according to the best of your knowledge, remembrance, information, and belief, with your reasons for the same, at large.

If the Plaintiff entered into the Lands, and how he quitted them.

Do you, or not, know the several farms and lands in the proceedings in this cause particularly mentioned and described, called —? If yea—how long have you so known

known them? Did the said complainant at any time, and when, and under what right or title, enter into, or upon, the said farms and lands, or not? If yea—how long did he continue in the possession thereof? And did he at any time, and when, quit the possession thereof, and how, and in what manner, for what reason, and by what means did he quit, or give up, the possession thereof, and to whom? Declare all you know, believe, or have been credibly informed, touching the several matters and things in this — interrogatory enquired of, with the circumstances thereof, and your reasons, at large, for the same.

Complainant breaking his Leg, and being an Ignorant Man, was seduced to execute a Writing, &c.

Do you know whether or no the complainant, at any time, and when, had the misfortune of breaking his leg, or receiving any other, and what bodily hurt, and by what means? If yea—was he, or not, confined to his bed, or room, and for how long time, by reason thereof? Is the complainant an illiterate man, and unable to read or write, or not? Did not the said defendant C D, at any time, and when, during the time of the complainant's being so confined to his room, send his attorney or agent, and whom by name, or any other, and what person, to the said complainant, to prevail on him to execute any, and what deed, instrument, or agreement, or for any other, and what purpose? If yea—did the complainant sign, or execute the same, and was it, or not read to him before his execution thereof, and was any person then present on the complainant's behalf, or not; and did the complainant understand the contents of such deed, instrument, or agreement, as you know, or for any, and what reason believe? Declare and set forth, according to the best of your knowledge and belief, what was done or transacted therein, and what discourse passed between them in consequence thereof

If Defendant sent for an Agreement signed by him and Plaintiff.

Did the defendant C D, or any agent of his, and whom by name, send any person or persons, and whom by name, to the complainant for any, and what instrument, or agreement, that had before been signed by the complainant and the said defendant C D, or any other, and what person, on his behalf, or not? If yea—what instrument, or agreement, was so sent for, and for what purpose, and under what pretence; and was the same accordingly delivered to
such

such person by the said complainant, or not? Declare all you know, have heard, and do believe, touching the matters enquired of you by this interrogatory, together with the reasons for such your knowledge and belief, fully and at large.

If the Sale of Goods and Cattle was made at a proper Season, and for the best Price or not.

Do you know any sale which was at any time, and when, made by the complainant's stock, goods, cattle, and effects, on the said ———, farm, or lands, or not? If yea—by whom, or by whose orders or directions, was such sale made? Were such goods, cattle, and effects, or any, and what part thereof, sold at a proper or improper season of the year, and were the same sold at any, and what low or under prices, or to the best bidder or bidders, for as much as could be got for the same, or not? Declare all you know, have heard, and do believe, touching the matters enquired of you by this interrogatory, together with your reasons for such your belief, fully and at large.

If any Repairs or Improvements made, and the Estate bettered in Value thereby.

Do you know whether any repairs or improvements, were at any time made by the complainant, or at his expence upon the said farms and lands, or on any, and what part or parts thereof, or not? If yea—set forth what repairs were so done, and the nature and particulars of such repairs and improvements, and whether the same were necessary or lasting improvements, and were the said farms or lands, or any part thereof, better or worse in value, at the time the complainant quitted the same, than when he first entered thereon, and if better, how much better in value as you know, or for any, and what reason, believe? Declare all you know, have heard, and do believe touching the matters enquired of you by this interrogatory.

An Inventory subscribed, whether they are conversant therein, or in the real Value of the Goods, &c.

Look upon the paper writing now produced and shewn to you at this the time of your examination, marked with letter A, purporting to be an inventory or estimate of the stock and effects of the complainant; of whose hand-writing, or hand-writings is, or are, the body of the said inventory, and the names set and subscribed thereto as the

INTERROGATORIES.

persons who took and made such estimate or inventory, and are you or not acquainted with their, or either, and which of their character, and manner of hand-writing, or not? Are the persons whose names appear set, or subscribed to the said inventory or estimate, or either, and which of them conversant, or well versed in matters of that nature, or not? Or did they understand the real value of the said goods, cattle, or effects comprised in the said inventory, or not? Declare all you know, have heard and do believe, touching the several matters enquired of you by this interrogatory, together with the reasons for such your belief.

If any Waste committed, or Buildings thereon, and if necessary.

Do you know of any waste or spoil at any time committed or done by the said C D in his life-time, or by any other person, or persons, and whom, on the said copyhold estate belonging to the complainant, or not? And do you know of any, and what reparations, buildings or improvements at any time or times erected, and made thereon by any person or persons, and whom? If yea—set forth the nature and particulars of such waste committed, and of the repairs, buildings and improvements made, or erected on the said premises, and whether the same, or any, and what part or parts thereof were necessary or lasting improvements, or only ornamental? Declare all you know, have heard, and do believe, touching the several matters enquired of you by this interrogatory, together with the reasons for such your belief.

If tendered Money, and why refused.

Did you at any time, or times, and when tender, or offer to pay to the complainant, any, and what sum, or sums of money, as for his — part, or share of the monies received by the said Z Y, from the adventure in the pleadings in this cause mentioned? If yea—by whose order or direction, and on whose behalf did you so tender the same, and did the same complainant agree or refuse to accept the said sums, or either, and which of them, and why, or for what reason, or reasons, and do you know any reason, or reasons why the said Z Y did not settle with the complainant, and pay his — part, or share of the money received on account of the said adventure, or tender the same before the time of making such tender or tenders? If yea—Declare the same with the whole circumstances thereof fully and at large, and all that you know, believe, or can say to the

the several matters in this interrogatory, with the cause of such your knowledge, and the reasons for such your belief at large.

Concerning a Person's Marriage, and a Child born during that Marriage.

Do you know when, or about what time, A B deceased, next preceding interrogatory named, and enquired after, did intermarry with the said C D, his late wife, deceased; and have you, or have you not resided near, or been for any, and what time, acquainted with the families of the said A B and C D his wife, deceased, or either, and which of them? Whether, or not, had the said C. D any child, or children born, during the time of her intermarriage with the said A B? If yea—name such child, or children, whether or not was or were such child, or children, living at the time of the decease of the said A B? Declare fully, and at large all you know, have heard, or do believe, touching the matters enquired after by this interrogatory, together with the reasons and circumstances of such your knowledge and belief.

And the particular Child born during that Marriage, who is a Defendant.

When, or about what time, was E F, one of the defendants in this cause, born? Whether, or not, was the said E F, the daughter of the said C D, the late wife of the said A B? Whether, or not, was the said E F born during the marriage of the said A B, deceased, with the said C D, his late wife, and was you, or was you not present at her birth, and how, and by what means, are you acquainted with the same? Declare fully, and at large, all you know, have heard, and do believe, touching the matters enquired after by this interrogatory, together with the reasons, and circumstances of such your knowledge and belief.

Did you know, or was you at any time, and when, acquainted with any person in Flanders, or else where abroad, called, known or imagined, or reputed to be A B? Of what family was such person, to the best of your knowledge and belief? Have you, or have you not, heard such person declare he was a descendant from the, &c. or from any other, and what family, and what was the common notion there where such person resided, or amongst his acquaintance, of his birth and family? Have, or have you not often heard, and was, or was it not generally understood,

stood, that he was brother to, &c. or to any other, and what person, and whom? Was or was not the person generally reputed A B abroad, called by the names of ———, or one, and which of them, or any other, and what name or names? Had you at any time, or times, and when, any conversation with the person who went by the name of ——— about, or concerning his family? Did he, or did he not declare the said names of ———, or either, and which of them, was his real name, or only fictitious names, and what did he declare his real name, or right name was, and of what family declare he was? Declare all you know, have heard, and do believe, concerning the several matters enquired of you by this interrogatory, together with the reasons for such your knowledge and belief at large.

What Names they usually went by there.

Is it, or is it not, usual for those educated at ———, and who belong to, or are allied to protestant families in England, to be called by other names than their own? Was, or was not the person generally reputed A B, called by the names of ———, or any other, and what name or names? Had you at any time, or times, and when, any conversation with the said person, who went by the name of ———, about, or concerning his family? Did he declare the names of ———, or either of them, was his real names, or only fictitious names, and what did he declare his real name, or right name was, and of what family did he declare he was; and was, or was not such person so generally reputed. or considered by his acquaintance as being of the family of ———, in England, or of any other, and what family? Was or was not, such person so called, or going by the names of ———, in priest's orders of the church of Rome? Did you ever see his priestly orders? Have you been present, and did you ever hear him officiate at mass, or do other offices as a priest of the church of Rome? Have you, or have you not, at divers times seen him in the proper habit of a priest of the church of Rome, and officiating as such? Declare what you know concerning the same, to the best of your information and belief.

Is, or is it not usual, or customary for those who go into priest's orders at ———, to execute any, and what deed, or deeds, purporting to be a renunciation of all their worldly effects in favor of some friend, or how otherwise? Did, or did not, the person so called ———, as aforesaid, execute any, and what deed of renunciation for that or any other,

other, and what purpose or effect? If yea—was he in such deed of renunciation stiled, and called ———, or by what other name was he called, or described in such deed or instrument? Did you at any time, and when read such deed, or hear the same read? Declare the same to the best of your knowledge and belief. Was, or was not, the name A B put to such deed of renunciation? Was, or was not such name, the proper hand-writing of the person who went by the name of ———? Was you acquainted with the manner and character of the hand-writing of such person as went by the name of ———, or did you ever see him write? Declare all you know, have heard, and do believe, touching the several matters enquired of you by this interrogatory, together with your reasons at large for such your knowledge and belief.

What Conversation had you with him?

Have you at any time, or times, and when, and where, seen, or conversed with the person who used to be generally at ———, and who went at different times there by the name of ——— since you saw, or conversed with him at ———? Did, or did not he at any time, or times, and when, reside for any, and what time, and how long, in any, and what place in ———? If yea—did he, or did he not, in such place, or places, go by the name of ———, or any other, and what name? Did, or did he not, during all his residence in ———, profess himself of the religion of the church of Rome, and that he was in priest's orders? Have you, or have you not, heard him at any, and what time, or times, in ——— speak of himself as ——— or as the true and lawful heir to the estate of the ———, in ———, or as a descendant from the ———, or from any other, and what family? Declare all you know, have heard, and do believe, touching the several matters enquired of you by this interrogatory, together with your reasons at large for the same.

What annual Allowance he had.

Do you, or do you not know of any sum, or sums of money by way of annual provision or maintenance, or upon any other account, paid, at any time, or times, and when, to a person who went by the name of ———, during his residence at any, and what place, or places? If yea—for how long was the same paid, and from whom, and out of what estate or estates did such provision or allowance come? If from any estate or estates, who did such estate
or

or estates belong to, and by whose orders was such maintenance or allowance from time to time paid? Was you at any time, or times, and when, employed by any person, or persons, and whom, to pay the same to such person as aforesaid, or to any other person or persons, and who, for his use? And did you ever pay the said provision, or maintenance to any person or persons, and when, and upon whose account? Did, or did not, any person, who was called by the name of ———, at ———, ever receive the same? Was the same paid, or remitted by you, or any other person or persons, and who, on account of such person? If yea—by whose direction, and on whose account did you pay or remit the same? Should you, or should you not, have to paid the same to such person, if it had not been generally known and thought, that it was ———? Did you at any time, or times, and when, and where, and in whose presence, hear such person acknowledge, or did he, or did he not, by letter, acknowledge to you, or to any other, and what person, that he received the same on account of his being ———, or upon any other, and what account? Declare all you know, have heard, and do believe touching the several matters enquired of you by this interrogatory, together with your reasons for the same.

What Money was paid him for his Maintenance?

Did you ever pay any, and what sum, or sums of money on account of maintenance, or upon any other, and what account, to the person in the last interrogatory named after he came to England? Did you, or did you not, pay any, and what sum, or sums of money to him while he lived in ———, or any other place? Did he then go by the name of ———, or any other, and what name? How long did you continue to pay him any sum, or sums of money upon account of such maintenance, to such person as went by the name of ———? Did you pay the same to him till the time of his death, or to any other, and what time? Did you, or did you not, pay such provision, or maintenance, to such person who went by the name of ———, upon an apprehension and belief of his being ———? Did you ever hear it doubted or disputed by any person or persons, and whom, and when, and where that such person, who went at different times by the names of ———, and if ——— was really the true ———, or one of the sons of ———? Did, or did

did not the person who directed you to pay such provision, or maintenance, know that you paid it to the person who went at different times by the names of ———, or one, and which of them? Did you pay the same, or any other sum, or sums of money for, or on account of maintenance to any other person, and for whom, after such person who was called ——— was dead, or has any other, and who by name, made any demand on you for the same, or upon any other and what account? Declare all you know, have heard, and do believe, touching the several matters enquired of you by this interrogatory, together with the reasons for such your knowledge and belief at large.

Did you live with him as a Servant?

Did, or did you not, ever live with a person in ———, who went by the name of ———, in the capacity of a servant, or in any other, and what capacity? If yea—How long did you live with such person? Did such person who went by the name of ———, go at any time, or times, to any, and what family seat of the ———, in ———? Did you, or did you not, see such person there? Was, or was not, he there owned in the family as ———, and how otherwise was, or was not such person acknowledged by divers people in ———, or by any person, or persons, and whom in particular, as one of the family of the ———? Did, or did not one Y Z, then reside at ———? Did or did not the said ———, or the said person who went by the name of ———, then, and there, call her sister, or did they own each other as any, and what relations, and was, or were not such person to whom you was servant, generally esteemed as a relation of the said family? Declare what you know concerning the same to the best of your knowledge, remembrance, and belief, together with your reasons for the same.

To prove his Death.

Do you know whether such person who went by the name of ———, in ———, be dead? If yea—when did he die, was you present, and did you, or did you not see him expire? Did you, or did you not, see him after he was dead, or did you not assist in laying him out after he was dead? Did you or did you not, hear the servants who lived in the house with such person, report that he was dead? Was you, or was you not, soon after such report where such person used to live? Did you, or did you

you not, see his wearing apparel, or other, and what effects belonging to him, distributed and given away, or otherwise disposed of? Where was he buried? Did you, or did you not, attend at his funeral? Was, or was not, the ceremony of prayers performed over the said person when dead, as is usual upon the deaths or funerals of those who die in the communion of the church of Rome? Was, or was he not, visited in his illness by any person or persons, whom you know, or who were generally esteemed to be priests of the church of Rome? Did he, or did he not receive the last sacraments, according to the church of Rome? Was he in his senses when he so received the same? Is, or is it not, the general opinion of the family, and of the people that were acquainted with such person, that he is now dead? Declare the same to the best of your knowledge, remembrance, information, and belief, with your reasons for the same.

As to the owning himself to be of such a Family.

Was you, or was you not, sent by some, and what person, and whom, and from whence, to meet the person who was called, or reputed to be ———? Did you, or not, meet such person, and where, and from whence? Did such person say he was then come? Did you, or did you not hear him called, or acknowledged himself to be ———, or one of the defendants of the ——— family? Did you, or did you not, hear him mention, or speak of any person called ———? What relation did such person pretend to be to such ———? What name did such person go by generally when you first met him? Did you, or did you not, hear such person, or any other, and what person, give any, and what reasons for his not going by the name of ———? Where did you accompany such person to? Did you, or did you not, see such person at ———, or any other and what place? Did he, or did he not, there continue to use the same name as he did when you first met with him? Did he, or did he not, at ———, or any other, and what place, change his name? What name did he go by when you left him? Did you hear him, or any other, and what person, give any, and what directions touching, or concerning his being called by any and what name? Did you, or did you not, know, visit, or see such person after your parting with him at that time, and how long did you continue to know or visit such person? What name did he continue to go by?

Do

Do, or do you not know whether such person be dead? Did you, or did you not, hear the servants who lived in the house with such person report that he was dead? Was you, or was you not, soon after such report in the house where such person used to live? Did you, or did you not, see his wearing-apparel and effects distributed and given away, or otherwise disposed of? At what time and where did such person die? Did you, or did you not know such person till the time of his death? Did he, or did he not, to the best of your knowledge, remembrance, and belief, continue to go by such name until the time of his death? And if not, by what other name, or names did such person go by to the time of his death? Declare the same to the best of your knowledge, remembrance, and belief, with your reasons at large for the same.

What Fortune the Wife had at the Time of the Marriage.

Did you know A B, late of ———, and C D, his wife, both deceased, or either, and which of them in their respective life-times, and how long before their respective deceases? When or about what time did they intermarry together; or when, or about what time did they respectively die? What was the maiden name of the said C D? Was she, or not, at the time of her intermarriage, possessed of, or entitled unto any and what sum or sums of money, in any, and what public fund, or funds, or government security or securities? and whether, or not, of any, and what share or shares of, or in the Chelsea water works, and of, or about what value? If, yea—by whom was, or were such sum or sums, share or shares possessed after such marriage, and when, and by what right? Was or was not the whole, or any, and what part of all or any, and which sum, or sums, in the funds, or share, or shares in such water-works, afterwards sold, and when, and by whom, and to whom, and for how much, and for whose benefit, and who received the money arising thereby? Declare all you know, have heard, and do believe, touching the several matters enquired of you by this interrogatory, together with the reasons for such your belief.

Whether employed to draw a Deed.

Look upon the deed or ———writing, now produced, and shewn to you at this the time of your examination, marked on the back thereof with the letter A? Was you at any time, or times, and when, and on what occasion, and by

whom by name employed to draw, or prepare, or procure to be drawn, and prepared the said produced deed or ——— writing, and any other, and what deed, or ——— writing between the persons whose names appear to be parties to the said produced deed or ——— writing? And did you draw, or prepare, or cause, or procure to be drawn and prepared the said produced deed, or ——— writing, and any, and what other deed or ——— writing between the parties to the said produced deed or ——— writing, marked with the letter A.

As to the Knowledge of the Party, and when and where, he died, and where he lodged, and what name he went by, and who paid for his Board, &c.

Did you know A B, deceased, in the pleadings in this cause named, or not? If, yea—how long did you know him before his death, and when, and where, did he die, as you know, or believe? and when, where, and by what means, and upon what occasion, did you first see, or become acquainted with the said A B, and by what name was he called or known, and in what capacity did he then appear, and with whom, or at whose house did the said A B live, or reside at, or about the time you knew him; and whether at a public or private house, and how long did he continue to live and reside there; and by whom was, or were the charge and expence of his maintenance and support borne, and paid, and what sum, or sums of money was, or were paid for the same, and by whom, and to whom, as you know, have heard, and do believe? Declare all you know, have heard, and do believe, touching the several matters enquired of you by this interrogatory, together with your reasons for the same.

To prove the Intimacy.

Was, or was not the said A B, and the complainant C D, intimate, or how otherwise acquainted with each other? If, yea—By what means, and upon what occasion, did such intimacy and acquaintance first begin, and how long did the same continue? With whom, or in whose family did the said A B for several years, or any, and what time next before his death, live and reside? How, and in what manner, was the said A B used, or treated whilst he so lived with such person, and in such family? Whether in a friendly, obliging, and respectful, or disrespectful manner, or in any other, and what manner, as you know, have

have heard, or do believe? Declare all you know, have heard, or do believe, touching the several matters enquired of you by this interrogatory. together with your reasons for the same.

Did you see the money paid.

Do you know whether, or was you present at any time, and when, and where, when any sum, or sums of money was, or were paid by, or by the order, or on the account of the said complainant C D to any person, or persons, for, or on account of the said A B, or not, If, yea—what sum, or sums of money, was, or were so paid, and to whom, and upon what occasions, and with whom did the said A B live at such time? Declare all you know, have heard, and do believe, touching the several matters enquired of you by this interrogatory.

Was you present at any time, or times, and when, and where the said A B had any, and what conversation with any, and what person, or persons, touching and concerning himself, his relations, and the said complainant C D, on any, and what account, or occasion, or not? If yea—what did the said A B, declare, or say, at such time, or times; and how, and in what manner did he express himself to or of the complainant C D, or of his relations, and who was, or were present at such time, or times? And in what state of bodily health was the said A B at such time, or times? Set forth such conversation, or as much of the purport and effect thereof as you can remember fully and at large.

To prove a Person in Debt changing his Name.

Did the said A B at any time in his life-time, and after his coming of age, contract any, and what debts, or not? If yea—did he by reason thereof, or for any other, and what reason withdraw, and take upon himself the fir-name of ———, or any other, and what fir-name, or not? If yea—Whether, or no, did you, or any other, and what person, or persons, at any time, or times, and when, where, and how often after his so withdrawing himself, and on what occasion, or occasions, write to, or correspond with him, by that, or any other, and what name, and for what reason, did you, or such other person, or persons direct to him by such name, and where, and with whom, did the said A B then live? Declare all that you know, or believe, touching the several matters enquired of you by this interrogatory, together with your reasons for the same at large.

Whether

INTERROGATORIES.

Whether he drew any Bills of Exchange.

' Did, or did not, the said A B, at any time, and when, reside in — ? If yea—whether, or no, did he at any time, or times, and when, draw any draught, or draughts, bill, or bills, of exchange, upon any person or persons, and whom, for any, and what sum, or sums of money, payable to any, and what person, or persons, and by what name did he subscribe himself in such draught, or draughts, bill, or bills; was, or were, such draught, or draughts, bill, or bills, or any, and which of them, paid, and by whom, as you know, or believe? Declare all you know, have heard, and do believe, touching the several matters enquired of you by this interrogatory,

To prove Letters.

Look upon the letter, or letters, paper writing, or paper writings, now produced and shewn to you at this the time of your examination, marked respectively with the letters A B C D, &c. Are you acquainted with the manner or character of hand-writing of the person or persons, who wrote, subscribed, or directed the same; or any, or either, and which of them? And did you ever see them, or any, or either, and which of them, write? Of whose hand-writing is, or are the same, and the name, or names thereto subscribed; and the subscriptions thereof, or of any, or either, and which of them? And by whom, or by whose order, or at whose request, and upon what occasion was, or were the same, any, or either, and which of them, or any, and what part of them, or either, and which of them so wrote, subscribed, or directed? Declare the same fully and at large, to the best of your knowledge, recollection and belief.

About suffering a Recovery by Fraud.

Was you in any manner, and how, employed, or concerned in, or privy to any common recovery suffered by — in the pleadings in this cause mentioned, and —, or either, and which of them, at any court held for the manor of —, of any, and what copyhold, or customary lands and tenements, holden of the said manor, and in the pleadings in this cause mentioned, or not? If yea—Did any, and what person or persons, appear as tenant or tenants, or vouchee or vouchers, in such common recovery? Did such person or persons, appear there freely and voluntarily,

tarily, or was any, and what fraud, or practice, used on that occasion to make such person, or persons, join therein, as you know, or believe? And did, or did not, any person, or persons then present, and whom by name, request, or desire you, or any other, and what person, or persons then also present for any, and what reasons, not to say, or disclose any thing of such recovery being suffered, or of what had been done at such court, or of any thing relating thereto, and especially to keep it from the knowledge of any, and what particular person, or persons, and whom? Declare all you know, have heard, and do believe, touching the several matters enquired of you by this interrogatory, together with the reasons for such your belief.

About surrender of a Copyhold Estate.

Do you know of any surrender, or surrenders, made by the said A B, in his life-time, of any, and what copyhold, or customary lands and tenements, or not? If yea, was you in any, and what manner concerned therein, or otherwise, and how privy thereto, and by whom was, or were such surrender, or surrenders taken? Declare all you know, have heard, and do believe, touching the several matters enquired of you by this interrogatory.

In what Condition were the Premises.

Do you know the capital messuage, or mansion-house, at —, in the pleadings in this cause mentioned, wherein the said C D lately lived, and the buildings, orchards, gardens and lands thereunto belonging, or any, and what part thereof, or not? If yea—in what state and condition were the said capital messuage, or mansion-house, out-buildings, gardens, and premises at the time of the death of the said A B; and in what state, or condition, are the same at this time; and are the same by any, and what means advanced, or reduced in the yearly value thereof since the death of the said A B, and how much are the same so advanced, or reduced, in the yearly value thereof, and by whom?

What Waste was done to the Estate?

Do you know whether, or not, any damage hath been done to, or waste committed upon the said premises, or any part thereof, since the death of the said A B? If yea—by whom, or by whose order, or direction, and for what

what reason hath such damage been done, or waste committed; and in what particulars, and how, and in what manner? And whether, or not, in felling of any, and how many timber, or timber-like trees, or other trees for ornament or defence, or by digging, rooting-up, or destroying any, and how many of the fruit trees which grew in, and about the gardens and orchards, or either, and which of them, or by plowing up any, and what quantity of the said orchards or gardens, or other, and what part of the said premises, or by stocking, grubbing up, or destroying any of the hedges which grew in and about the said gardens, orchards, or premises; or by pulling down any, and what part of the walls which were in, or about the said gardens, orchards and premises, or by taking down any, and what part of the marble, or other, and what chimney-pieces, or other fixtures which were in the said capital messuage, or mansion-house, or by cutting down and destroying any, and what wooden rails which enclosed the trees in the front of the said capital messuage, or mansion-house, or by any other, and what means? And of what value was, or were, the said timber, or timber-like trees, or other trees, to have grown on the said premises? And what was made, or might have been made thereof? And how, and in what manner, and by whom, was the same, and every part thereof, disposed of? And what was the amount in value of the whole damage so done, or waste committed on the said premises, as you know, have heard, and do believe? Declare, &c.

To prove Custom of a Manor as to Recovery.

Do you know, or are you acquainted with the custom of the manor of —, in the pleadings in this cause mentioned, or not? If yea—how long have you so known, or been acquainted with the same, and by what means? Is there, or is there not, any custom of barring intails of copyhold estates held of the said manor? If yea—what is the method of doing the same? Whether, or no, is the same done by a recovery, or by any other, and what means? Declare, &c.

Do you know whether any sum, or sums of money was, or were paid, or advanced by the complainant A B, or any person, or persons, by his order, or for his use, to the said C D, or any other person, or persons by his order, or for his use, or not? If yea—set forth how much money

money was so paid, and by whom, and to whom, and when, where, and for what, and upon what occasion, and how, and in what manner? Declare, &c.

To prove a Will which is set out in Words thereof.

Do you know that the said A B did make her last will and testament in writing, under her hand and seal? If yea—when, and where did she so make the same? And how long before her death was the same made? Do the words following, viz. This is the last will and testament, &c. (so to the end thereof) contain, or express the last will and testament of the said A B, as you know, or believe? Declare, &c.

The Like of a Codicil.

Do you know that the said A B, in her life-time, did make a codicil in writing under her hand and seal? If yea—when and where did she so make the same, and how long before her death was the same made? Do the words following, to wit, a codicil to the will made by me bearing date the — day of —, 17—, I give, &c. (so to the end,) contain, or express the codicil to the will of the said A B, as you know or believe? Declare, &c.

Whether the Trade was carried on in Partnership?

Whether, or no, did the said E A, deceased at, and for how long time before his death, carry on any, and what trade, or business, in London, and in what particular place, or street therein? If yea—Did he carry on the same on his sole, and separate account, or in partnership with any other person, or persons by name? Was he, the said E A, or not, at the time of his death possessed of, or interested in any stock, in such trade, and of what sort, or nature? If yea—was the same his own sole property, or the property of him, and any, and what other person, or persons, jointly in partnership, or how otherwise? How much might be the amount, or value of such stock on the — day of —, and what might be the amount or value thereof at the time of his death? Declare, &c.

About the Sale of a Prize.

Had, or had not, Messrs. T A, and company, in the pleadings in this cause named, any authority to sell the said ship the V—? If yea—did they not cause any and what number of inventories to be made out and
printed

printed of the stores, tackle, apparel, furniture and appurtenances of the said ship for the selling the same? Is the printed paper now produced and shewn to you at this the time of your examination, and marked with the letter A, one of the said inventories by which the said ship was sold to the defendant? Declare, &c.

Receiver-general of the Land-tax, and his Surety.

Was, or was not, the said A B in his life-time, and how long before his decease, receiver-general of the land-tax for the county of D. or for any, and what part, or parts thereof, or for any other, and what place? If yea—was, or was not, the said R D surety, or bound in any, and what bond, or obligation to the crown, or any, and what other person, or persons, for the said A B's fairly accounting for such land-tax as should come to his hands? And was, or was not, the said R D paid any, and what sum, or sums of money for his so becoming surety, and by whom? Or did, or did not the said A B undertake, or agree to pay any, and what sum, or sums of money to the said R D for his so becoming surety; and was, or was he not, to have some, and what benefit, or advantage, by his so becoming surety? Declare, &c.

Whether he died Insolvent.

What family did the said A B leave at his death? Did he, or not, leave a wife and one son, and one daughter? If yea—what is the name and age of such son, and what is his fortune? Did, or did not, the said A B die insolvent, not leaving assets, or effects, sufficient to pay his debts; and how much did his debts amount to more than his assets are sufficient to pay? Declare, &c.

To prove a Will of Lands.

Look upon the paper writing now produced and shewn to you at this time of your examination, consisting of — sheets of paper, marked with the letter A, what doth the said produced paper writing purport to be? Doth it, or not, contain the words and figures following; that is to say, I, A B, &c. [*set out the will in the words thereof.*] Have you carefully compared and examined the said produced paper writing with the copy or transcript thereof, above set forth in this interrogatory? Doth the said copy, or transcript, exactly agree with the said produced paper writing, or not? Was the said produced paper writing,

at

at any time, and when, signed, sealed, published, and declared, by A B, in the second interrogatory named, as, and for his last will and testament; or was the same executed by him in your presence, in any and what manner, or not? Did you set or subscribe your name as a witness to his signing, sealing, publishing, and declaring, or executing the said produced paper writing, or not? If yea—Did you subscribe or set your name in the presence of the said testator, or not? Was or were any other person, or persons, and who besides yourself, then and there present, and subscribing witness, or witnesses, to the said testator's signing, sealing, publishing, and declaring the said produced paper writing, or not? Did such person, or persons, or any, or either of them, set or subscribe his or their name, or names, as witnesses thereto? Is your name, and the names of any, and what persons appearing to be set, or subscribed to the said produced paper writing of your own hand writing, and of the proper hand-writings of such other witnesses respectively, or not? Did such other witnesses, or either, and which of them, subscribe their names thereto in the said testator's presence, or not? Are such other subscribing witnesses, or any, and which of them living or dead? If living, where do they respectively reside? Was the said A B, the testator, at the time of his signing, sealing, publishing, and declaring of the said produced paper writing, of sound and disposing mind, memory, and understanding, or not, as you know, believe, or can depose? Declare the truth fully and particularly of what you know, and can depose, touching the several matters and things in this interrogatory enquired after, with your reasons and the circumstances thereof at large,

To prove Deeds, and other Exhibits.

Look upon the several parchment deeds and paper writings now produced and shewn to you at this the time of your examination, marked respectively with the letters A, B, C, D, E, &c. Was you present, and did you see the said produced parchment deeds, or any, and which of them, signed, sealed, and delivered, or in any other and what manner executed, and when, and by whom? And did you see the said produced paper writings, or any, and which of them signed, and when, and by whom? Did you set your name as a witness to the signing, sealing, and delivery of the said produced parchment writings, and to the signing, or execution of the said produced paper writings,

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tings, or any, and which of them? If yea—Is your name, and the name or names of the other witnesses, or witness, set or subscribed thereto respectively of your, his, her, or their own proper hand-writing, as you know, or for any and what reason believe? Declare all you know, have heard, and do believe, touching the several matters enquired of you by this interrogatory.

To prove Records, and other Writings.

Look upon the several paper writings now produced and shewn to you at this the time of your examination; have you carefully compared and examined the said paper writings, or any, and which of them, with any records, inrollments, or other, and what writings kept and preserved in any, and what place, or places, and by whom, and is, or are the same, or any of them, a true copy, or copies of such record, inrollment, or writing; records, inrollments, or writings; and with whom did you compare and examine the same; and is, or are such person, or persons, the keeper, or keepers, of such records, inrollments, or writings; or who else is; or are, and is, such place, or places, the usual place, or places, where such records, inrollments, or writings, of which the said produced paper writings purport to be a copy, or copies, is, or are generally kept? How came the said writing, or writings, to be deposited there, and to be in the custody of the person, or persons, where found? Declare all you know, have heard, and do believe, touching the several matters enquired of you by this interrogatory, together with the reasons for such your knowledge and belief.

To prove the Burial from the Register.

Look upon the paper writing now produced and shewn to you at this the time of your examination, marked with the letter A, and purporting to be a copy of the register of the burial of A B, in the pleadings in this cause named? Did you at any time, and when, carefully examine the same, and along with whom, with the entry thereof, made in the register-book of, or kept for any, and what parish, or place? And is the same a true copy thereof, as you know, or for any and what reason believe? Declare all you know, have heard, and do believe, touching the several matters enquired of you by this interrogatory, together with the reason for such your knowledge and belief.

To prove the Marriage from the Register.

Look upon the paper writing now produced and shewn to you at this the time of your examination, marked with the letter A, purporting to be a copy of the register of the marriage of A B, in the pleadings in this cause named? Did you at any time, and when, carefully examine the same, and along with whom, with the entry thereof, made in the register-book of, or kept for any, and what parish, or place, and is the same a true copy thereof as you know, or for any, and what reason believe? Declare all you know, have heard, and do believe, touching the several matters enquired of you by this interrogatory.

To prove the Birth from the Register.

Look upon the paper writing now produced and shewn to you at this the time of your examination, marked with the letter A, and purporting to be a copy of the register of the birth of A B, in the pleadings in this cause named. Did you at any time, and when, carefully examine the same, and with whom, with the entry thereof, made in the register-book of, or kept for any, and what parish, or place, and is the same a true copy thereof, as you know, or for any and what reason believe? Declare all you know, have heard, and do believe, touching the matter enquired of you by this interrogatory, together with the reasons for such your knowledge and belief.

What the Premises were worth to be let at.

What were the whole of the said premises really and fairly worth to be let to a tenant by the year at the time of the death of the said A, for the terms of years he had to come in the leases granted of the said premises, such tenant undertaking to put and keep the same in repair, and what annual rent would you have given for the same in such condition, and upon such terms, and what would you now give for the same, if you had an opportunity to take the same? Declare, &c.

To prove a sequestration of a Living.

Do you, or do you not, know whether in consequence of such judgment in the preceding interrogatory mentioned, or by what other means, letters of sequestration, under the seal of the bishop of W—— were directed to the said defendant A to sequester any, and what vicarage, or rectory,

rectory, which belonged to the said K? If yea—When, or about what time, did such letters of sequestration issue; and did, or did not, the said defendant cause such letters to be read in the parish churches of —, in the pleadings in this cause named, or either, and which of them, and when, or about what time, did he cause the same to be so read? And did, or did not, the said defendant in consequence of such letters of sequestration, or how otherwise, take possession of the said vicarage, or rectory, and in what manner did he so take possession thereof? Declare, &c.

Whether a Man was in good Circumstances, &c.

Was, or was not, the said L in the first interrogatory named in, or about the year —, reputed in the neighbourhood wherein he lived to be in very good circumstances, or of good credit, and possessed of a large fortune in money, or otherwise; and was he, or not, supposed to be at, or about that time, capable of purchasing estates of considerable, or any value; and was he, or not, at or about the time of purchasing — estate, in the proceedings in this cause mentioned from A B, &c. in the pleadings mentioned generally esteemed and reputed to be the principal person concerned, and interested in that purchase; and set forth particularly how you came to be acquainted with the circumstances and fortune of the said — respectively.

Whether J L paid the purchase Money.

Do you know whether any sum, or sums, of money was, or were advanced, or remitted by J L in the first interrogatory, named in his life-time, out of his own proper money, and applied towards making, buying, and paying for, or completing the said purchase of — estate from the said A B, &c. If yea—set forth what sum, or sums of money was, or were so paid, advanced, or remitted, and at what times respectively, and to whom, and how the same in particular have been applied and disposed of, and whether any, and what security, or securities, were taken for the same? If yea—what is become of such security, or securities according to the best of your knowledge, remembrance, and belief, &c.

Whether he took up money at Interest.

Do you know whether any sum, or sums of money was, or were borrowed, or taken up at interest, or otherwise,
by

by the said J, in his life-time, and applied or disposed of towards paying for or compleating the purchase of the said estate called ———? If yea—set forth what sum, or sums of money was, or were so borrowed, or taken up at interest, and upon what security, or securities in particular, and by, and to whom entered into, and given. and how the respective sums so borrowed were applied, and whether any, and which of them in particular,, were paid, or delivered to the said defendant T L, and when; and whether any interest was paid for the sums so borrowed, or any of them respectively by the said J, in his life-time, and when, and to whom? And was, or was not, the said J, in his life-time at any, and what charges or expences in journeys, or otherwise, and how, touching, or in any wise relating to the said purchase, as you know or believe? Answer every branch of this interrogatory, with the reasons and circumstances thereof fully and at large.

About Timber being cut down.

Do you know of any, and what quantity of timber, or ——— wood that was cut down by the defendant, or by any other person or persons, and by whom, and by whose orders and directions off the premises in the pleadings mentioned, or any, and what part, or parts thereof? Set forth the value, and values of such timber, or wood, and of the bark of the same, and whether any, and what quantity, or quantities thereof was, or were sold, or disposed of or to what other use, or uses, was, or were the same converted, as you know, believe, or have heard. Set forth the real value, and values of such part as was sold, and of such part as was used, according to the best of your knowledge, judgment, and belief.

Whether an Account was settled.

Do you know, or can you set forth, whether the complainant and the said T B did, or did not, in or about the month of ———, in the year ———, come to any account, or reckoning together, touching what was then due from the said T B and J B to the complainant; and whether the complainant then paid to the said T B any, and what sum, or sums, of money, and to what amount; and do you know what was then due from the said T B and J B on the balance of such account, and what passed between them at the time of settling such account; and whether any, and what papers were then delivered up by the complainant to
the

the said T B? Set forth the particulars at large, according to the best of your knowledge, &c.

Whether they were in Partnership.

Do you know, or can set forth, at, or about what time the said T B and H M, deceased, became partners in any, and what business, trade, or mystery, and how long they continued to be co-partners, or were generally reputed to be? Set forth the particulars, &c.

Whether Plaintiff's Father and Mother were married?

Did, or did not, J M, deceased, in the pleadings in this cause named as the father of the complainant, and J therein also named as the late mother of the said complainant, live and cohabit together as husband and wife for any time, and how long, and at what place, or places, in their respective life-times? Had they, or had they not, any issue between them? If yea—was, or were, or is, or are such issue a son, or sons, daughter, or daughters, and by what name, or names, respectively called, or known? Were, or were not, the said J M, and the said J, whilst living, generally reputed to be husband and wife, and when, and where were they married, or reputed to be married? Did the said J go by the name of M——, or by any other, and what name, during her cohabitation with the said J M, deceased; and did she during such cohabitation, subscribe her name by the name of M——; and if she so did, whether or no did she so write or subscribe her name by, and with the knowledge or privity of the said J M, deceased, or how otherwise? Set forth all you know, &c.

Whether they behaved to each other as Husband and Wife?

Whether, or no, did the said J, the wife, or reputed wife, of the said J M, in any, and what instances, act, or behave, as the wife of him the said J M, and whether, or no, did the said J M in any, and what instances, act, or behave as the husband of her the said J? Set forth, &c.

About the Son's Baptism.

Whether, or no, had the said J M, and J his wife, any, and what son, and who by name? Was such son baptized publicly by any person, and whom, and when, and where? If yea—what person, or persons, was, or were present at such baptism, or dined, or supped together, or in company on that occasion; and where, and in what manner, did they,

they, or any, and which of them, proceed to, and return from any, and what church? Whether, or no, was the said J church'd by any person, and whom, and when, and where? If yea—was any, and what scruple made before such churching, by reason of any, and what doubt, made by the minister, whether the said J was married, or not? Whether, or no, did the said J M, deceased, go to the said minister at any time, or when in company with any, and what person, or persons, or send any person, and whom, with a letter, or otherwise, to satisfy him that the said J was married, and the wife of any, and what person, and what did the said minister declare, and to whom upon that occasion? Whether, or no, did such minister express, or declare to any, and what person, or persons, that he was satisfied there had been any, and what marriage had been between the said J, any, and what person? Whether, or no, did such minister register, or cause the baptism of such child to be registered, and is such minister living or dead? Whether, or no, was any, and what entry, or registry at any time, and when, where, and by whom made of such baptism?

The Entry of the Register.

Look upon the book now produced and shewn to you at this the time of your examination, marked with the letter A, and on the entry made therein, in fol. —, in the words and figures following: that is to say, [*set them out.*] Are you acquainted with the character or manner of hand-writing of the person, or persons, who made such entry, and did you see them, or either, and which of them write? If yea—of whose hand, or hand-writings is, or are, such entry, or any, and what part thereof, as you know, or believe; and is, or are such person, or persons, living or dead that made such entry, or any, and what part thereof, and on what occasion, or by whose direction was the same, or any, and what part thereof made, as you know, or believe, and where hath such book been ever since kept, and now is, or late was? Look also upon the paper-writing now also produced, &c. marked letter B.

The Copy of the Entry.

Did you at any time, and when, and where, and with whom, or with whose assistance, compare, and examine the same with the entry in the produced book marked A, whereof the same purports to be a copy, and is, or is not, the same a true copy thereof? Declare, &c.

About

About Instructions to make his Will.

Was you present, and in company, at any time, or times, and when, and where, with any person, or persons, and whom by name, when the said J M, deceased, gave instructions to any person, and whom, to make and prepare his will; and was any will, or testament, prepared pursuant to such instructions, as you know, or believe? Look upon the paper-writing now produced, &c. marked letter D. What is the same, or what doth it purport to be? By whose order or direction was the same prepared, and when? Are you acquainted with the character or manner of hand-writing of the person who wrote such paper-writing, and did you ever see him write? If yea—of whose hand-writing is such paper-writing, or any, and what part thereof, and is, or are the person, or persons who wrote the same living, or dead, as you know, or believe? Was such paper-writing at any time, and when, read over to the said J M, deceased, by any person, and whom, as, and for his last will and testament, or otherwise? If yea—was, or was not the said J M of sound mind and understanding at the time the same was so read to him? and did he understand the true meaning and import thereof at the time the same was so read to him; and did he, or did he not, approve of the contents thereof; and did he, or not, offer, or attempt to execute the same, and in what manner? If yea—for what reason was not the same executed by him, as you know, believe, or have heard? Declare.

Was the Plaintiff looked upon as his Son?

Whether, or no, did the said J M. deceased, in his lifetime, look upon, and esteem the complainant as his lawful child; and did he, or did he not, as such, or how otherwise maintain and provide for the said complainant, and pay any, and what person, or persons for his schooling, and find, and provide him with cloathing, or any other, and what necessaries, or ornaments, or who else found and provided the same, and by whose orders?

Was he put out Apprentice?

Whether, or no, was the said complainant at any time, and when, placed out as an apprentice with any, and what person, to learn any and what business? Who paid the apprentice fee, or any, and what part thereof, and by what name, appellation, or addition, was, and is, the said complainant described in his indentures of apprenticeship, and by

by whom, or whose order, was such addition or description wrote? Set forth, &c.

Who was looked upon as the lawful Heir to the Estate?

Did you, or did you not, at any time, and when, rent any, and what estate, or estates, late belonging to J D, deceased? If yea—of whom did you rent the same, and to whom did you pay the rent, and for whose use, after the death of the said J D, and who, after his death, was looked upon to be, and generally esteemed in the country where the said estates lie lawful heir to, and owner of the said estates? Declare, &c.

Who Owner of the Manor.

Do you know the manor of K——, in the county of ——, in the pleadings of this cause mentioned, and for how long have you known the same? In what parish is the same manor, or has been reputed to be situate during all the time you have known the same? Is the complainant S in the possession of, or seized of the said manor, and the owner thereof, or reputed so to be, and for how many years last past has he so been?

The Common, whether in the Manor.

Do you know the common, or waste, situate in the parish of —— aforesaid, called, or known, by the name of ——, and in the pleadings of this cause mentioned, and for how long have you known the same? How many acres of land doth the same contain, or is reputed to contain in the whole? Is the whole thereof in, or reputed to be in the manor of K—— aforesaid, and has the same been so reputed during all your time? Is the same a common of, or belonging to the said manor of K—— and has so been, or reputed to be during all your time, and been stocked, or enjoyed as such by the tenants, or occupiers of lands and tenements within the said manor, as you know, or do remember? Do you know, or remember the bounds of the said common, or waste ground called ——? If yea—then set forth and describe the same, or so many of them, as you can, and as particularly as you can? Set forth, &c.

Do you know or remember, that the lord of, or owners, or occupiers of lands and tenements situate in the said manor of K——, or any of them, did ever use, take, enjoy, or exercise as such, or claim to have any common

of pasture, or other profit of, or in the said waste or common called ——— ? Was such claim, or right, admitted, or allowed by the lord, or lady, or owner of, and the tenants, or occupiers of lands, and tenements in the said manor of K——, or refused, or denied, and the times when, and in what manner, and set forth what instances thereof in particular you know, or remember, and at, or about what time the same respectively happened ; and in particular were they the tenants, or occupiers of lands and tenements in the said manor of B—— admitted, or allowed, or refused to put their cattle on the said common or waste, to common, or depasture there, or to have any right of common there during all the time you have known the same ? Set forth, &c.

Depasturing of Cattle.

Do you know, or remember, that any cattle of, or belonging to any of the owners, or occupiers of lands, or tenements, situate in the said manor of B——, were at any time, or times, found depasturing on the said common, or waste, called ——— ? If yea—then set forth, as fully and particularly as you can, whether such cattle were permitted to stay, and depasture there, or were the same impounded and drove from off the said common, and by whom, and for what reason, or what became of such cattle ? Or in what other manner were the owners and occupiers of lands and tenements in the said manor of B—— hindered or interrupted from, or in the stocking of the said common or waste with their cattle, and by whom ; and to whom by name did such cattle belong ? And set forth the times as near as you can when such interruptions so happened, and in what manner, and on what occasions. Set forth, &c.

Do you know that any of the tenants of lands, or tenements, of, or in the said manor of B—did ever, and when, as tenants of the same manor, or occupiers of lands or tenements there, claim, or pretend to have a right to dig gravel or sand, or to cut, and take away any wood, bushes, whins, or bracken, growing, or being in the said common for their own use ? If yea—were such persons, or any, and which of them, at any time, or times, and when, as near as you can recollect, in any, and what manner, hindered, or interrupted in so doing, and by whom by name, and for what reason, or reasons, as you know, remember, or believe ? Set forth, &c.

About

About the Boundaries of two Manors.

Are you, or are you not, acquainted with the boundaries of the manors of A—— and B——, in the pleadings of this cause mentioned? If yea—how long have you been so acquainted, and by what means, with such boundaries? Describe and set forth the same as particularly as you are able, and specify the several marks and tokens by which you are enabled to distinguish and point out the same.

The particular Rights claimed.

Do you, or not, know, or have you heard, or can you form any, and what belief, of, and concerning any, and what rights claimed, and exercised by the tenants of the manor of B——, in and upon the place in controversy between the parties in this suit? If yea—set forth how long you have known, or have heard of such rights being so claimed or exercised; and particularly do you, or do you not, know, or have you heard, that any, and what quantity of sheep has at any, and what time, been depastured by such tenants, or any furze cut, or chalk and gravel, or either, and which of them, dug by the said tenants upon the place aforesaid? Declare the particulars by this interrogatory enquired after fully, and at large.

If any Interruption.

Do you, or do you not, know, or have you heard, of any interruption or obstruction at any, and what time, made or given to the said tenants of B—— upon any, and which of the occasions in the last interrogatory mentioned? If yea—set forth by whom, and upon what ground or pretence they were so interrupted or obstructed. For how long time, as you know, have heard, or do believe, have the rights aforesaid been claimed, or exercised? Declare, &c.

Whether Owner or Occupier of Lands there.

Are you, or not, owner, or occupier of any, and what lands, within the parish and manor of A——, in the pleadings in this cause mentioned, and held of the said manor? If yea—for how long time have you owned, or occupied such lands, and do you, or do you not, in virtue of such ownership, or occupation, claim any, and what sheep-walk, or any, and what right of common, or any, and

INTERROGATORIES.

and what right of cutting furze, or digging chalk and gravel, or either, and which of them, of, and in the place now in controversy between the plaintiff and the defendant in this cause? Declare, &c.

Another Interrogatory about the Bounds of Lands.

Do you know, or are you acquainted with the manor, or lordship of ———, in the county of S——, and in particular with the lands called ———, lying, &c. If yea—how long have you so known, or been acquainted with the said manor and lands, or any, and what part thereof? Declare, &c.

Whether inclosed and called by another Name formerly.

Whether, or no, was the said piece, or parcel of land called B——, or any, and what part thereof, ever, and when inclosed, and by whom, and on what occasion? Was the said piece, or parcel of land, now called or known by the name of B——, ever, (as you know, or have been informed, by any, and what ancient person, or persons, and whom by name, that is, or are now dead,) or for any, and what reason believe, called, or known by the name of C——? If yea—how long do you know, or remember that the same was so called, or known by that name, and when, and on what occasion, and by whom was the name of the said place altered or changed from C—— to B——? Declare, &c.

Whether he was tenant there.

Whether, or no, was you ever, and when first tenant, or occupier of the lands called W—— warren, or any, and what part thereof? If yea—how long was you in the occupation or enjoyment thereof, and under whom by name did you hold the same, and who is now the tenant, or occupier thereof?

Liberty of feeding Conies, &c.

Whether, or no, had, or have the owners, tenants, or occupiers of any, and what lands, now in the possession or enjoyment of the plaintiff, or his tenants, (as you know, or for any, and what reason, believe, or have been informed by any, and what ancient person, or persons, now deceased) been used or accustomed, to have any, and what right or liberty of feeding their stock of conies, or of cutting underwood, or lopping, or topping of trees growing on the said piece, or parcel

parcel of land called B——, or any, and what part thereof? Set forth according to the best of your knowledge, remembrance, judgment, and belief, the extent of the bounds within which the owners, tenants, or occupiers of the lands now belonging to the plaintiff had, or have any right, or privilege or have been accustomed to feed their stock of conies, or of cutting underwood, or lopping, or topping of trees in, or upon any and what part of the said lands, lying within the said manor of ——.

To prove goods sold and Money lent.

Did the complainant, or did he not, at any time, or times, from the —— day of ——, 1761, inclusive, buy of the defendant any goods and chattels, and to what amount, and borrow of the said defendant within the times last mentioned, any money, and to what amount, and what was the whole amount of such goods so bought, and money lent to the said complainant? Was, or was not any bill of the particulars of such goods, or chattels, and the prices, and times of the sale thereof, and of the said money so lent, delivered to the complainant before the execution of the bond herein aftermentioned? Did the said complainant ever make any and what objection to the said defendant's demand contained in such bill, or declare himself satisfied therewith, or agree to give the said defendant any, and what security for the payment thereof to him, with interest? Look at the bond, or paper writing now produced, &c. (the bond given for the goods and money to be here proved.)

Whether one was seized in Fee, &c.

Was the said T at, and for any, and what space of time before his decease, seized in fee-simple, or of some, and what estate, or otherwise, and how entitled of, in, or to, or in receipt of the rents and profits of a certain messuage, or tenement, or other, and what lands, tenements, or hereditaments, situate, lying, and being in the parish of ——, or any, and what other parish or place, in the county of C——, or not, as you know, or believe? If yea—at what yearly rent was, or were such messuage, or tenement, or other lands, tenements, and hereditaments let at the decease of the said T; and who at his decease was, or were, and ever since, hath, or have been, and now is or are tenant, or farmer, or tenants, or farmers thereof, and under what lease, demise, or contract? If any of what yearly value

value is, or are, such messuage or tenement, or other lands, tenements, or hereditaments to be let to a good tenant; and of what yearly value hath or have the same been *communibus annis* since the decease of the said T? Declare, &c.

Whether any Suits brought.

Has, or have any suit, or suits at law, or in equity, been at any time, or times, since the year —, brought, or commenced on account of heriots belonging to the said manor of —, or concerning tithes, the fishery, or any other matter, or thing, and what relating to the estates in the proceedings in this cause named, or not? If yea — when were such suits respectively brought, or commenced; and by, and against whom, and for what respectively, and what did the expence of such suit, or suits, or any, and which of them, amount unto; and by whom were the same, or ought the same to be paid and defrayed? Declare, &c.

Whether any Trees cut down.

Do you know whether since the said year —, and when, there were any timber-trees, cherry-trees, apple-trees, or other, and what fruit-trees standing, growing, and being upon the said estate, or any, and what part thereof? If yea — have any, and how many of such timber-trees, or other trees, been at any time, or times, and when, and by whom cut down, and by whose orders, or directions, as you know, have heard, or do believe? Were there any, and what other timber-trees standing or growing near the same pruned, or shred, and the great boughs thereof cut from off the same at, or about the time when such timber-trees were felled, and was any, and what damage done by reason thereof to the said trees so pruned and shred? Is, and was it not contrary to custom to do the same, and was you present at the time of doing thereof, and what discourse passed between the persons doing the same and you, at that time concerning the same? Declare, &c.

About a Man's Birth, &c.

Where was the complainant W. born, was you present at his birth, or baptism; when was he baptized, and of what age was he when he was so baptized, and as whose son was he baptized? Did you, or do you know the father

father and mother of the said complainant? Was you present at their marriage, or have you any other reason to know, or believe that they were married? Declare, &c.

Did you know the Plaintiff's Father, a Foreigner?

Did you know the late husband of the complainant M, and late father of the said complainant W, for any time, and how long before his decease? If yea—by what name, or names did he usually go, or was he commonly called, or known, and what name or names, did he usually write, or subscribe, or call himself by?

Whether he had any Estate.

Whether, or no, was he entitled to any, and what freehold, or copyhold estate in the parish of —, in the county of L? If yea—who was or were the tenant, or tenants thereof under him? Did he ever, and when, receive the rents and profits of such estate; or was any, and what person employed by him to receive such rents and profits for him? When, and where, did he die? Where did he reside in the year 17—, or at any time before; and where did he reside from that year till the time of his death? Declare, &c.

If Waste or Spoil committed.

Do you know the farms and lands mentioned in the pleadings in this cause to be situate, and being in the parish of —? When did the defendant B quit, or give up the said farm and lands? Do you know of any, and what buildings, timber, or other trees, hedges, walls, or any other, and what fences having been at any time, and when cut, or thrown down, or pulled up, or suffered to fall down, and go to decay, or of any other waste or spoil having been committed, suffered, or permitted on the said estate by the said defendant B, or any other person or persons, and whom, by his order, or with his privity, or consent? If yea—what became of such trees, or hedges, or of the materials of such buildings, walls, or fences; and how, by whom, and for what sum, or sums of money, were the same, or any, and what part thereof sold, or disposed of, and who received the money for the same, and what became thereof, and what was the value of such trees, hedges, and materials respectively; and whether or no was the yearly, or other value of the said farm and lands in any manner, and how, much lessened

lessened by means of such waste, spoil, and destruction; and what was the yearly value of the said farm at the time the said defendant became tenant thereof, and what was the yearly value thereof at the time he quitted the same, and what rent hath the same been ever, or at any time let at? Declare, &c.

About corresponding by Letters.

Did you at any time, or times, and when, and on whose behalf, correspond by letters, or otherwise with the said defendant B; or did you at any time, or times, and when, receive any letter, or letters from him with respect to the rents and profits of the said estate? If yea—have you such letters, or any letters from him now in your custody, or power? If yea—produce the same, and declare in what manner the paper writings now produced and exhibited by you, and marked with the letters A, B, &c. respectively came to your hands, or were found, or received by you, and of whose hand-writing the same are, and were the same, or any, and which of them, ever, and when, shewn, or produced to the said defendant; and of whose hand-writing did he say, or own the same were, as you know, have heard, or for any, and what reason believe? If you have not such letters in your custody, or power, declare what is become thereof, and what was the true purport and contents of them respectively? Declare, &c.

To prove a Pedigree.

Whether or no, is, or is not the defendant H the grandson and heir at law of the said S? If yea—set forth fully and particularly how, and in what manner, the said H derives his pedigree from the said S? And if he is not the heir at law of the said S, who is his heir at law, as you know, or for any, and what reason believe? Is, or is not, the said H. now in England, or is he in any, and what part abroad beyond the seas, and where, and when did he go abroad? Declare, &c.

Whether the Premises were Surveyed.

Do you know, or are you acquainted with, or have you been by any person, or persons, and whom, and when shewed, and have you seen, and in any, and what manner, surveyed, examined, or measured the messuage or tenement in — street, wherein the defendant J now dwells,

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dwells, with any, and what buildings, or appurtenances, thereunto belonging? If yea—describe the same, and set forth what the same is now worth to be sold, as being freehold of inheritance, and particularly how much the ground whereon the said messuage or tenement stands you compute to be worth; and also how much you compute the buildings thereon to be worth? Of what business, trade, or employ are you? Whether are you, or are you not, accustomed to survey, estimate, and value ground, situate, lying, and being in, or about the cities of London and Westminster, whereon houses, or other buildings are, or may be erected? If yea—how long have you been accustomed to survey, value, or estimate such ground, or buildings? Declare, &c.

Another to prove a Pedigree.

Whether had, or had not H., in the preceding interrogatory mentioned, any child, or children by A his wife, in the same interrogatory named? If yea—set forth the name, and names of all, and every the child, and children of the said H by the said A his wife; and whether all, or any, and which of such children are living, and whether, any, and which of them are dead, and when they respectively died? Whether all, or any, and which of the said children had any, and what issue; or whether any, and which of them died without issue? And whether any issue of any, and which of the children of the said H by the said A his wife, is, or are now living? If yea—set forth the name, or names of such issue, and where he, she, or they, now live and reside? Declare, &c.

By whom were the Premises held, &c.

Whether do you, or are you acquainted with the several messuages or tenements, cottages, farms, and lands in the parish of —, in the county of —, formerly the estate of —, esq; deceased, and A his wife, or one of them? If yea—how long have you been acquainted with the same, and by whom have the said premises, or any, and what part thereof been rented, or held during all the time you have known the same, and of whom, and at what rent, or rents, and under any, and what lease, or leases, and by whom, and when granted, and to whom has the rent of the said premises, or any part, and how much thereof, been from time to time paid, or by, or for whom received during the time you have so known,

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or been acquainted with the said premises, and whether any part, and how much of the said rent is now due, and in arrear? Whether any, and what taxes, chief rents, or other out-goings were paid, deducted, or allowed out of the said rents, yearly, or otherwise? Declare, &c.

To prove a Judgment and Execution.

Look upon the paper writing now produced and shewn to you at this the time of your examination, marked with the letter A, and purporting to be a copy of a judgment in his majesty's court of —, at Westminster, and of a writ of possession, and return thereof? Did you compare, or examine the same with the record or roll of such judgment, and writ, and return, and where did you so examine and compare the same, and is the same a true copy of such record or judgment, roll, writ and return, or not? Declare, &c.

To prove a Relation being maintained.

Did, or did not, the said H live and reside with the said W and E in their respective life-times? If yea—from what time to what time did she so live and reside with them? Did, or did not they, or one, and which of them find, and provide meat, drink, washing, and lodging at their, or one, and which of their expence for the said H, and for how long time in the whole? And was she, or was she not supplied during that time by them, or one, and which of them, with whatever money she wanted or required to buy cloaths, to pay fees to doctors, physicians, and other persons that attended her; and also for her pocket and other expences? Did, or did not the said W and E pay and advance divers sums of money to, and for the said H, or on her account, to apothecaries, tradesmen, and other persons, who served her with the necessaries in the way of their several trades and businesses? Was the said H considered as a visitor in, or as one of the family of the said W and E? Was she in any respect of service to them, or either of them, by her management and care of their household affairs, or how otherwise? What was the yearly value of the board, lodging, and other necessaries found, and provided by the said W and E for the said H, during the time of her residing with them respectively, to the best of your judgment and belief? Declare, &c.

Whether

Whether the Defendant had Notice of the Plaintiff's Right to the Estate.

Had, or had not, the said defendant W, at any, and what time, or times, and in what manner, and upon what occasion, or occasions, notice or information from the complainant, or any other, and what person or persons, that the complainant had, or claimed to have any, and what right, title, or interest in, or to, or any, and what demand upon the said premises, called —? And was, or was not such notice, or information so given to the said defendant before, or after, or how long before, or after he the said defendant had any, and what mortgage, or other, and what demand upon the said premises? Declare, &c.

Was you concerned for him as an Attorney?

Was, or was not, you, or any other, and what person or persons, at any, and what time, or times, employed, or concerned as the attorney, or solicitor for, and on the behalf of J, in the pleadings named; and did you, or any other, and what person, or persons, by the order and direction of the said J, or of any other, and what person, or persons, prepare, or cause to be prepared any, and what mortgage, or draft of a mortgage from the said J, unto the said defendant W, of the said premises? If yea—when, and about what time was such mortgage prepared, and was, or was not you present at the time of the execution thereof by the said J, or at the time when any, and what money, as the consideration thereof was paid by the said defendant W, or any person on his behalf to the said J? Declare, &c.

About proving a Will of personal Estate.

Whether, or no, did the said T in his life-time make any, and what last will and testament in writing? If yea—who by name were appointed executors thereof? Whether, or no, was any suit for any, and how long time depending in any, and what ecclesiastical court, and between whom, wherein the validity of such will was in any, and what manner litigated with respect to the personal estate of the said T? If yea—when, or about what time was such suit commenced, or instituted? Who were the defendants in such suit?

Who

Who employed the Proctor, &c.

Who was concerned for them as proctor, attorney, solicitor, or agent therein? By whom was such person, or persons employed, whether by the defendants in such suit, or any, or either, and which of them, or by whom else, and for what reason, and who agreed, or undertook, and for what reason to pay to such proctor, attorney, solicitor, or agent, the money which should become due to him for his, or their fees, and disbursements in such suit? Whether, or no, did the defendants in such suit, or any, or either, and which of them, at, or about any, and what time, or times, in any, and what manner, request the defendant C to undertake the defence of such suit, or to pay or undertake to pay the whole, or some, and what part of the expence thereof, or to indemnify them, or some, or one, and which of them against the whole, or some, and what part of the expence thereof, or to any such, or the like effect? Declare, &c.

Whether, or no, have, or hath not the defendants, or either, and which of them paid, or caused to be paid, any, and what sum, or sums of money, for, or on account of the charges, or expences of supporting in some, and what ecclesiastical court, the validity of the will and codicils of the said T, with respect to his personal estate? If yeaset forth the particulars of the sums so paid, and when, and to whom, and for what each of such sums was paid? Declare, &c.

Book of Account.

Look on the book, or books of account now produced and shewn to you at this the time of your examination. Did you ever, and when, and on what occasion see, and peruse the same, and the accounts therein, or in any, and what part thereof contained? What do the entries therein purport to be an account, or state of; and of whose handwriting are such entries, or any, and which of them, and who made such entries, or occasioned such entries to be made therein; and from what books, papers, or writings were all, or any, and which of such entries framed or drawn? Are the entries and accounts therein contained just and right as you know, or for any, and what reason believe? If not, what error, or errors are therein? Set forth the same error, or errors, if any, fully and distinctly; and declare all that you know, or have been credibly informed, and believe, concerning this matter, with the grounds,

grounds, reasons, and circumstances that induce your belief.

To prove a Schedule.

Look upon the schedule to the said defendant's answer annexed, or under-written now produced and shewn to you at this the time of your examination, being an account of the partnership stock, and effects belonging to the said complainant and defendant. See, peruse, and carefully examine the same, and every item and particular thereof, and the accounts therein. What do the entries therein purport to be an account or state of? From what book or account was the same copied? Is the said schedule a true copy of the account so settled by the said complainant and defendant? Compare them together, and then shew and declare wherein they vary or differ from each other? Is the said account so settled in your custody or power, or in the custody or power of any other person, and whom by name; and when, and where, and in whose custody did you last see such account, and in whose custody or power is it now? Did you make and prepare, and by whose direction, or at whose request, such account, or books of account relating to the said partnership from which the said schedule was transcribed, or copied, or who by name made such entries, or caused the same to be made therein, and from what books, papers, or writings are all, or any, and which of such entries framed, or drawn? And are the entries therein just and right? If not—what error, or errors are therein? Set forth the same error, or errors (if any) fully and distinctly. And how happened it that such account was erroneous? Declare, &c.

Whether in Partnership.

Were, or were not the said defendants in partnership, or reputed to be in partnership, or joint business of ——— in or about the month of M, in the year ———? And where, or in what house, did they carry on such partnership or business; and of whom did they rent such house, and did, or did not, they, the said defendants, at any, and what time deliver, or cause to be delivered, or sent to the complainant, or to any, and what warehouse, or room belonging to him, any quantity of china to be sold by the said complainant at public auction; and did, or did not the said complainant sell any, and what quantity of such china for, or on account of the said defendants at public auction for any, and what sums of money; and whether any,

any, and what quantity of such china, and to what amount, or value, remained unsold at such auction? Declare, &c.

Whether Receiver of the Rents, &c.

Have you been for any, and what number of years, the steward and receiver of the rents and profits of the manors, messuages, lands, and tenements in the county of ———, late the estates of J C? If yea—what has been the amount of the net annual rents and produce of the whole of such estates upon an average one year with another, during the time of your said stewardship? Are the said estates upon the whole let to the tenants thereof upon fair and reasonable terms, and at proper rents, or are they let too cheap, and how much too cheap upon the whole? Declare, &c.

Whether lawfully married.

Did you, or not, know, or were you, or not, in any, and what manner, acquainted with W J and M B, in the pleadings in this cause named, or either, and which of them, and for how long were you so acquainted with them respectively, and what was the first occasion of such your acquaintance, and when first did the same commence? And have you, or not, heard, or do you, or not, believe, that the said W J and M B were, or were not lawfully married by a minister of the church of England, according to the rites and ceremonies thereof, and how many years ago, and when, and about what time in particular, and where, as you now best remember to have heard, or do believe? Were they, or were they not married in England, or abroad beyond the seas, in V, or any other, and what place in America, as you now best remember to have heard, or do believe? Declare, &c.

Whether they cohabited together as Husband and Wife?

Do you, or do you not know, or remember of your own knowledge and memory, or have you, or have you not, any, and what reason to believe that the said W J, and M J, his wife, whose maiden-name was as aforesaid, did, or did not cohabit and live together as lawful husband and wife, and in what place or parish in particular? Was, or was it not at B, in the county of M? And did they, or did they not, also cohabit and live together as lawful husband and wife, and in what place or parish in particular? Was, or was it not at B, in the county of M? And did they, or did they not also cohabit and live together as law-
ful

ful husband and wife in such a place, [*and name all the places*] and for how many years, and how long time in particular, as you now best can recollect? Did the said W B and M B, his wife, cohabit and live together as husband and wife in the places or parishes above mentioned, or any, and which of them; and where did you then live and reside yourself? Were they, or were they not, at the respective times of their so cohabiting together in the said places, or parishes, esteemed, reputed, and believed by their neighbours, relations, friends, and acquaintance to be lawful husband and wife; and were, or were they not at such respective times and places visited and received as lawful husband and wife by their said neighbours, relations, friends, and acquaintance; and did, or did not the said W J and M, his wife, always, and upon all occasions (as you best remember and believe) acknowledge and declare each other to be lawful husband and wife? Declare, &c.

To prove who were Father and Mother to the Wife.

Did you, or did you not know the father and mother of the said M B, the wife of the said W J, or either, and which of them; and did they, or did they not live and reside at, or near B aforesaid, in the said county of M? And was, or was not the said M B born, brought up, and educated in the said parish, or where else, as you best know, or have been informed, and do believe? Were, or were not her said father and mother, and also herself, the said M B, persons of good circumstances and credit in the said parish? And were, or were not the said father and mother of the said M B living at the said times when the said W J, and the said B M cohabited and lived together at, or in the parish of B, aforesaid, as lawful husband and wife? And was the said marriage, or was it not agreeable to, or approved of by her said father, or was he, or not offended at her said marriage; and would her said father, or would he not have spared any expence or pains to have dissolved the said marriage; and would he or not have suffered the said M B, his daughter, and the said W J to have cohabited and lived together as lawful husband and wife, if he could have separated them by any legal means? Declare, &c.

To prove Plaintiff S their Daughter.

How long have you known the complainant S, the wife of the other complainant M? Do you, or do you not remember

member her being born ; and have, or have you not known and been acquainted with her ever since, or during any, and what part of that time ? Is she, or is she not the lawful daughter of the said W J and M his wife, as you best know and do believe ; and was she, or was she not born of the body of the said M, the wife of the said W S, in —, in the parish of L, or where else ; and were, or were you not then and there present at the time when the said complainant S was baptized, in the month of —, in the year 17—, or when else, as you now best remember, or do believe ? And were you, or were you not, or who else was, or were a sponfor, surety, or god-father, and god-mother for her at her baptism ? And was, or was not the said complainant S then esteemed, reputed, believed, or acknowledged to be the lawful daughter of the said W S and M, his wife, by all their neighbours, friends, relations, and acquaintance ? And has she, or has she not, ever since been so esteemed, reputed, and believed to be by you, and every other person who hath known, or been acquainted with her, as you know, or for any, and what reason believe ? Declare, &c.

Whether the Daughter lived with her Father and Mother ?

Do you know, or do you not know, or remember whether the said complainant S lived with the said W S and M, his wife, her father and mother, from the time of her birth and baptism, aforesaid, until the time of their death respectively. And whether the said complainant's said father and mother have not been both dead upwards of — years, or for how many years, as you now best recollect, or do believe ; and have you, or have you not personally known, and been acquainted with the said complainant S, during all the time since the respective deaths of her said father and mother, or during any, and what part of that time ? Declare, &c.

Whether any Sums in the Stocks at such a Time ?

Whether or no was any, and what sums of money in old South Sea annuities standing in the name of the said A B, in the books of the South Sea company, in the month of —, in the year of our Lord — ? If yea—was, or was not such sums, or any, and what part thereof, in, or about that month, and when particularly sold, transferred, and to whom, and at, or for what price, and for what reason, or purpose, and on what occasion, and with what intent or design ? Declare, &c.

Where

Where a Foreigner was born.

Did you know A B, late of ———, deceased, in the pleadings in this cause named, and for how long did you know him before his death, and when, or about what time, or how long ago did he die, as you know, or for any, and what reason believe. Was you of any, and what consanguinity to the said A B, or in any manner, and how related to him. Was he born in any, and what part of England, or in any, and what place abroad beyond the seas, or where was he born as you know, or for any, and what reason believe. Whether or no was he born of English or foreign parents; and where did his father and mother, or either, and which of them usually live or reside, and where, or in what place, or places, or countries were they, or either, and which of them born, as you know, or for any, and what reason believe. Whether or no was the said A B an Englishman, or an alien, or foreigner? Declare, &c.

Who gave Instructions for drawing a Bond?

Did you, or not draw and prepare, or cause to be drawn or prepared any, and what bond or obligation from the said complainant to the said defendant, and in any, and what penalty? If yea—who gave you directions, or instructions for preparing the same; and what were the instructions so given to you, and what conversation passed between you and the person who gave you such instructions relative to such a bond or obligation, and when, or about what day, and what time of the day were such instructions so given to you, and when, or on what day, and what time of the day did you deliver, or cause to be delivered to the said A B, or to any other, and what person, or persons, such bond so prepared by you in order for execution; and was, or was not such bond prepared and delivered, or caused to be delivered by you to the said A B, or to any other, and what person the — day of —? Declare, &c.

Whether one who went Abroad be living?

Whether, or no, had the said A B a son named T. Did you or not know him for any, and how long time, or have you, or not, and how long since, heard of him, and on what occasion. Is he living, or reputed to be living, or dead; if dead, when, or about what time, and where did he die, or is it reputed that he died? Declare, &c.

Whether or no did the said T at, or about any, and what time go to the East-Indies, and on board what ship.

ships, and in what capacity. Did he or not return from thence to Ireland, and hath he or not been heard of in Ireland since he last went to the East-Indies, and by whom, and from whence, and by what means, and when last? Declare, &c.

Whether one was indebted to the Plaintiff, and to prove Entries in a Book.

Whether or no was the said M in his life-time indebted to the complainant for work done and performed, for goods sold and delivered, and for money lent and advanced to the said M? If yea—in what sum, or sums of money, and upon what account was he indebted to the complainant at the time of his death; and how, and by what means do you know the same. Look upon the exhibits marked with the letters A, &c. are, or is the same a true copy, or copies taken from any, and what entries contained in some, and what book, or books? If yea—upon what occasion was, or were such entry, or entries made in such book or books, and do you know, or believe that all, or any, and what part of the business done, or goods sold and delivered which are contained in the said paper-writings, or either, and which of them was done, and for whom, and by whose order, and what sum, or sums of money, do you apprehend and believe is or are now due, and owing from the estate and effects of the said M to the complainant on the accounts aforesaid, or any, and which of them? Declare, &c.

Whether any Suits were commenced, &c.

Did, or did not the said A B commence, or prosecute any action or suit at law, or in equity against the said C D for the recovery of his said debt or demand? If yea—when, and in what court, or courts, were such actions or suits commenced, and what proceedings were had or carried on in such suits, or any of them, and what sum, or sums of money was, or were paid to the said A B, for principal and interest of his said demands, and from what time, and to what time, and what sum, or sums of money was, or were paid to him for his costs of such suit, or suits, or any of them, as you know, have heard, or do believe? Declare, &c.

To prove Schedules.

Look upon the paper-writings now produced and shewn to you at this the time of your examination, being the schedules annexed to the answer of the defendant A B to the complainant's

complainant's bill of complaint. Have, or have you not cast up the sum total of the monies received and paid respectively? If yea—what is the amount of the receipts and payments thereon respectively, and what is the balance thereof, and on which side of the accounts doth such balance lie? Declare, &c.

To prove Waste committed.

Do you know the capital messuage or mansion-house of B, in the pleading in this cause described wherein the defendant A lived, and the out buildings, gardens, orchards, and lands thereunto belonging, or any, and what part thereof, or not? If yea—in what state or condition was the same at the time of the death of the said C D, and in what state or condition was the same at the time of the death of the said C D, and in what state or condition are the same at this time; Are the same by any, and what means advanced or reduced in the yearly value thereof since the death of the said C D, and how much are the same so advanced or reduced in the yearly value thereof, and by whom? Do you know whether or not any damage hath been done to, or waste committed upon the said premises, or any part thereof since the death of the said C D? If yea—by whom, or by whose orders, or directions hath such damage been done, or waste committed, and in what particulars, and how, and in what manner? And whether or not in felling any, and how many timber, or timber-like trees, or other trees for ornament or defence, or by digging, rooting up, or destroying any, and how many of the fruit-trees which grew in and about the gardens and orchards, or either, and which of them, or by plowing up any, and what quantity of the said orchards or gardens, or other, and what part of the said premises, or by stocking, grubbing up, or destroying any of the hedges which grew in and about the said gardens, orchards, and premises; or by pulling down any, and what part of the walls which were in or about the said gardens, or by taking down any, and what marble, or other, and what chimney-pieces, or other fixtures which were in the said capital messuage or mansion-house, or by any other, and what means? And of what value were the said timber, or timber-like trees, or other trees growing on the said premises, and what was made, or might have been made thereof, and how, and in what manner, and by whom was, or were the same, and every part thereof disposed of, and what was the amount in

in value of the whole damage so done, or waste committed on the said premises, as you know, have heard, or believe? Declare, &c.

To prove the Custom of a Manor as to barring Intails.

Do you know, or are you acquainted with the custom of the manor of A, in the pleadings mentioned, or not? If yea—how long have you so known, or been acquainted with the same, and by what means? Is there, or is there not any, and what custom of barring intails of copyhold estates of the said manor? If yea—what is the method of doing the same? Whether or no is the same done by recovery, or by any other, and what means? Declare, &c.

To prove one not to be a Lunatic.

Was, or was not the said A B, during the time of your knowledge of, or acquaintance with him, afflicted with any degree of madness, or lunacy, or in any, and what degree disordered in his senses, and of weak understanding, or easily imposed upon? Or was he, or was he not a man of sound sense, judgment, and understanding, and of a serious disposition, decent behaviour, and sufficient capacity to conduct, inspect, and form a right judgment of his own affairs? Had you or not any, and what opportunities of judging of the capacity and understanding of the said A B? If yea—how and in what manner, and by what means did you gain such your knowledge of, or acquaintance with him? Was it by living in the same house with said A, or by visiting, or frequently seeing him, or how otherwise? Was the said A, during such your knowledge of, or acquaintance with him, confined, or kept at home, or not; or did he or not frequently use to go abroad, about his own affairs and business, and as often as he pleased? Did he or not keep company, and receive and return visits? And particularly did he or not frequent the church and sacrament? If yea, how, and in what manner did he behave and conduct himself there, and on that occasion? Declare, &c.

Whether a Man was in his Senses at the Time of making his Will.

Did you, or any other person, and who, draw or prepare any writing, or writings, as, and for the will of the said A, or not? And did you, or any other person, or persons, and who by name see the said A, and on what particular day, or time, and how long before he died, execute, or sign, and publish any writing, or writings, as, and for his last will and testament, or not? If yea—was, or was not the same read by, or to him before, and how long before the

the execution thereof? Was the said A at, before, or after, and how long before, or after the reading and execution of the said will, of sound mind, memory, and understanding, or not? Or do you apprehend and believe, and from what particular actions or expressions, that the said A's memory, senses, or understanding was, or were for any, and what space, or part of that time, in any and what degree affected or impaired by sickness, or otherwise, and how? Declare, &c.

Whether the Witness will be a gainer, &c.

Will you be any ways a gainer in case the will of the said A should be established and carried into execution, or not? If yea—set forth how, and in what manner, or in what respect are you likely to be a gainer, or affected thereby? Declare, &c.

Whether any Meetings had to settle Accounts, &c.

Whether or no were any, and what meetings ever, and when, and where had between the complainant and defendant, or any, and what other person, or persons on their, or either, and which of their behalf, for settling and adjusting any, and what sum or sums of money, or other satisfaction the said complainant should receive for any, and what damages and costs recovered by him in any, and what action against the said defendant, as you know, or for any, and what reason believe? Was you, or not present at all, or any, and which of such meetings, and what was the purport or effect of the discourse that passed between them, or any, and what other person, or persons on their, or either, and which of their behalf, touching, or concerning any, and what matters in difference between them, as you know, or remember, or for any, and what reason believe? And particularly whether or no did the said complainant, or any, and what other person on his behalf offer, propose, or agree to accept, or take any, and what sum of money in full for such damages and costs; and whether or no did the said defendant, at any, and which of such meetings offer, or propose, or agree to give, or pay, and what sum of money in full discharge of such damages and costs? Whether or no did the said complainant and defendant at any, or either, and which of such meetings, or at any other time, and when, in any, and what manner, come to any, and what final agreement together for paying, or accepting any, and what sum, or sums of money in

in satisfaction of such damages and costs; and what was the purport, or effect of such agreement, as you know, or for any and what reason believe? And whether or no did the said defendant, or any, and what other person, or persons, on his behalf, ever and when, in any, and what manner, pay, or satisfy to the said complainant, or to any, and what other person, or persons, for his use, any, and what sum, or sums of money in pursuance of such agreement, as aforesaid, or how otherwise? Declare, &c.

Whether a Man be living or dead.

Have you at any time, and when, made any, and what enquiry, or enquiries, and of whom, and at what place, or places after J W, in the last interrogatory above-named; and whether or no did you learn, or discover, whether he be living or dead, or where he now resides, or is to be met with, or where he last, and when did reside, or what is now become of him? Declare, &c.

Whether he was advertised.

Have you at any time, and when, caused any, and what advertisement, or advertisements to be inserted in any, and what public paper, or papers relating to, or for the discovery of the said J W, and was, or were such advertisement, or advertisements inserted in such public paper, or papers, at any time, or times, and when, as you know, or for any, and what reason believe? Have you heard of the said J W, or had you any, and what application, or applications made to you with respect to him, or to the matter comprized in such advertisement, or advertisements, since the same was, or were so inserted? Declare, &c.

About a Man's leaving England, and dying abroad.

Did the said J S at any time, and when, or about how many years ago, leave this kingdom, and afterwards live and reside beyond the seas, as you know, or believe? If yea—then set forth as particularly as you can, when, or about what time the said J S did leave this kingdom, and at what place, or places beyond the seas did he settle, or live and reside, and for how long, as you know, or have been informed, and believe? Did the said J S at any time, and when intermarry, and at what place, and with whom? Is he now living or dead? If living, at what place, and whether beyond the seas doth he live, or reside? And if dead, when, or about what time did he die? Has he left
a widow

a widow, or any, and what children, or child now living, and at what place do such widow, and children, or child (if any) live, or reside? Have you at any time, or times, and when, and at whose request, made any, and what enquiries, and where, and of whom in particular, and in what manner of, or about the said J S, or his widow, and children, (if any) and whether any of them are, or is living, and at what place, or places? And what intelligence or information in particular have you been able to get in relation thereto? Do you believe such information to be true? Declare, &c.

Whether an Estate was surveyed.

Do you know, or are you by any means, and how acquainted with the nature and value of lands in the county of ———, or elsewhere, and how long have you so been? Do you know, or are you any ways, and how acquainted with, or have you at any time, and when, looked over, or surveyed the several estates late of A B, deceased, in the county of M, in the pleadings in this cause mentioned, or any, and which of those estates? Of what manors, farms, and lands did such estates respectively consist in the year ———, or at the time of your becoming first acquainted therewith, and of what number of acres of land, and of what sort, nature, and goodness. At what rate per acre were the same then, and are they now let, taking one with another, and were, or are the same then, or now let at the ancient or at improved rents, and what was the true and real yearly value of each acre, taking one acre with another of the said lands respectively, and what the yearly value of the whole, exclusive of the tythes, arising thereout, according to the then usual rate at which lands of the same goodness were let in the neighbourhood, and what is the present yearly value of such estates, and have the same been in any respect, and how improved since the year ———? Declare.

In what condition the Buildings were.

What number of houses or buildings were there on the said estates, and in what state of repairs in the year ———, or when you first became acquainted therewith, or what was or might be reasonably supposed to be the yearly outgoings of the said estates for repairs, and other casual expences from the year ——— to the year ———, taking one year with the other. And were, or are there many, or few buildings on the said estates in proportion to the quantity of land of which the said estates consist? Declare, &c.

About:

About the Common or Waste belonging to a Manor.

Is there any, and what common, or waste, and of what nature and extent belonging to the manor of S? If yea—what right, or rights, has the lord of the said manor in or upon such common or waste, and what is the yearly value or profits of such right or rights, one year with another. Of what sort, or goodness is the land and soil of such common, or waste; and would it be of any, and what advantage to the lord of the said manor to inclose the same, and what part of such common, or waste would the lord of such manor be reasonably entitled unto in case of such enclosure for his right in the same. What would be the yearly value of each acre, taking one with another, and of the whole of such common, or waste, when enclosed, and what, or whereabouts would be the expence of such enclosure to the lord of such manor? Declare, &c.

What Timber, &c. were on the Estate.

Do you know what number, quantity, and sort of timber trees, young stands, and pollards were standing, and growing upon the said estate in the preceding interrogatory mentioned, at the time when you first became acquainted therewith? If yea—what number of oak and ash timber-trees, stands, and pollards were then growing on the said estate in the whole; and whether oak, or ash, young stands, and pollards, respectively, taking one with another of each sort, and what was the value thereof in the whole. And what was the then value of such timber-trees, stands and pollards of the like sort, taking one with another in the neighbourhood of the said estate upon estates of such, or the like situation. Do you know of any timber-trees, stands or pollards having been cut down, or polled in, or upon the said estate, or any part thereof by the said A, or by his order, or by his agents, or servants; and how many, and what timber-trees, stands, or pollards, and to what value, or amount in the whole were so cut down, or polled? Declare, &c.

Whether any Woods on the Estate.

Are there any, and what woods, or wood-lands belonging to, or part of the said estate? If yea—Of what number of acres do such woods, or wood-lands respectively consist; and of what yearly value per acre to be let; and were such woods, or wood-lands from the year — to the year —, and for each year of such period in hand

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hand, or let to any, and what tenant, or tenants, and at what yearly rent, and by whom held, occupied, or enjoyed, or what profit, or advantage was, or might have been made without his, or her wilful default, of such woods, or wood-lands respectively by the said A, one year with another during such period?

What Estates worth to be sold in such a County?

Do you know at what rate, or number of years purchase estates in the county of N usually sold for in, or about the year —? If yea—for what number of years purchase were lands, or estates in the said county, of the like situation, sort, condition, and goodness, as the estate in the preceding interrogatories mentioned, sold in, or about, or for any, and what time before the year —; and do you compute such rate of purchase at the gross, or clear rents of such estate, or how otherwise; and whether with, or without the timber growing therein? Declare, &c.

About Improvements on the Estate.

Is the said estate in the preceding interrogatories mentioned, let at will, or upon lease? Do you know of any, and what improvements which might probably, and with little or no risque, or how otherwise, be by any, and what means made of the said estate? If yea—to what value or amount in the whole, and at what expence might such improvements be made, as you know, compute, or for any, and what reason believe? Declare, &c.

About referring a Dispute between Plaintiff and Defendant,

Do you know of any, and what dispute or difference that was subsisting between the complainant and defendant, touching the complainant's paying the sum of —, or any, and what other sum of money to C D, in the pleadings of this cause named? If yea—when, or about what time was such dispute, or difference, and what was the nature thereof.

Arbitrators.

Did, or did not, the said complainant and defendant, and when, agree to refer such dispute, or difference between them to the arbitration or determination of any, and what person, or persons; and did such persons undertake such reference, or not? And did such person,

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or persons, or not fully hear the said complainant and defendant, touching such dispute or difference? If yea—when, and where did such persons hear them? And did such persons as were so appointed, or nominated referees, or arbitrators make any, and what award; or give any, and what opinion, touching the matters so referred to them, or not? And was, or was not the said defendant made acquainted with such arbitration, or opinion; and did he seem satisfied, or dissatisfied therewith? Declare, &c.

About an Agreement between them?

Do you, or do you not know of any agreement made and entered into between the complainant and defendant, touching, &c. [*set forth the purport of the agreement.*] If yea—set forth the nature, purport, and effect of such agreement; and when, and where such agreement was made and entered into? And have, or hath the said complainant and defendant respectively, or either, and which of them, performed the said agreement, or not? If yea—how, and in what manner have they respectively performed the same?

About Dealings in Trade between the Parties.

Do you know whether any dealings, or transactions in trade have been carried on, or engaged in between the said complainant and defendant? If yea—what trade, or business was so dealt in, or carried on between them, and for what space of time, and to what amount or value; and was any account current depending between them, and what sum or sums of money has, or have from time to time, in the months of —, in the said year —, been due on the balance of such account in trade between them, and from, and to whom have such balance been respectively due? Declare, &c.

About a Woman's living separate from her Husband.

When, and about what time did the said A B die; and when, or about what time did the said S his wife die; and whether in the life-time of the said husband, or not, as you know, have heard, or do believe. Did the said A B, and S his wife, lately, and when, last live together. Or did she leave him, or live separate from him, and for how long, or about how many years, and whether at the time of her death, as you know, remember, or believe

believe. At what place, or places did she live, or reside at any, and what time, or times, during that time? Declare, &c.

Have you seen the said S, the wife of the said A B, at any time, or times within the space of seven years last past. If yea—then set forth as particularly as you can the several times, when, and in what years, and at what place, or places in particular, and on what occasion, or occasions you so saw her? Did you at all, or any, and which of such times, converse with, or speak to her the said S, or not? Declare, &c.

About Co-partnership.

Whether, or no, did the said defendants A and B become co-partners and joint-traders together? If yea—in what trade, and upon what terms did they so become co-partners and joint-traders. Whether or not is such co-partnership ended? If yea—at what times particularly did such co-partnership begin and end?

The Articles of Co-partnership to be proved next.

Whether any Account was settled between them.

Do you know whether any account was settled between the said defendants A and B, in relation to the co-partnership in the next preceding interrogatory mentioned? If yea—when was such account settled, and between whom, and was you present at the settling thereof, or not? If yea—was any balance then due from either, and which of them the said defendants to the other, and which of them? If yea—what was such balance, and from whom, and to whom due? Declare, &c.

The settled Account to be next proved.

To prove the Goods delivered to be sold.

Whether, or no, did the said defendants A and B, or either, and which of them deliver to the said J S to be sold on account of the co-partnership in the preceding interrogatory mentioned, any goods, wares, or merchandizes belonging to the said co-partnership's trade? If yea—set forth the particulars and values of such goods, wares, and merchandizes so delivered, and at what time or times particularly such goods, wares and merchandizes were so delivered to be sold? Declare.

Whether

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Whether, or no did the said J S, in the preceding interrogatory named, or any other, and what person, or persons, by his order, or with his privity, sell any goods, or merchandizes belonging to the said co-partnership's trade? If yea—set forth the particulars and values of such goods, wares, and merchandizes so sold, and when, and by whom, and to whom the same, and every part thereof were so sold. Whether or no did the said J S, or any other, and what person, or persons by his order, or with his privity receive any sum, or sums of money for, or on account of any goods, or merchandizes belonging to the said co-partnership so sold as aforesaid? If yea, set forth the particular sums so received, and when, and by whom, and from whom, and for, and upon what account particularly the said sums, and each, and every of them were so received? Declare, &c.

Whether any Books of Accounts were kept.

Whether or not was, or were any book, or books of account kept relating to the said co-partnership? If yea—by whom, was, or were such book, or books of accounts kept. Whether or not was, or were any entry, or entries made in such book, or books of account of the profits and losses of such co-partnership trade? If yea—by whom was, or were entries made in such book, or books of account. Whether or not was, or were such book, or books in the custody of the said J S? If yea—when, and how long, and from, and to what times particularly was, or were such book, or books in his custody. And what is become of such book, or books of account? Declare, &c.

About Co-partnership in a Brew-house.

Whether or no did the defendants and the said A B, or any, and which of them at, and for how long time before the death of the said A B, carry on the trade or business of a brewer in partnership together, and at what brew-house, and where. Have you or not, for any, and how long time known the said brew-house, or have, or have not the said defendants, or either, and which of them, carried on the brewing trade at the said brew-house during all, or any, and what part of the time since the death of the said A B? Declare, &c.

Whether or no did the complainant, or any, and what person, or persons on her behalf at, or about any, and what time, or times between the death of the said A B, her

her husband and the month of —, in the year —, in any, and what manner apply to the defendants, or either, and which of them, to have the accounts relating to the said brewing trade carried on in partnership between the said A B and the said defendants settled, and to have the part, share or interest of the said A B of, and in the clear stock, effects, and debts belonging, or owing to the said joint trade, or to the said partners in respect thereof, or the value of such part, share or interest delivered, or paid, or secured to be paid to the complainant, or for any such, or the like, or what ends and purposes in particular. Did, or did not the complainant employ any, and what person as her solicitor on such occasion; and did or not the defendants, or either, and which of them employ any, and what person as solicitor for them, or either, and which of them on such occasion. Were or was not any, and how many meetings, or meeting had, and when, and where between the complainant and the said defendants, or either, and which of them in consequence of such application? If yea—who by name was, or were present at such meeting or meetings, respectively? Declare, &c,

If any Inventory taken of the Stock in Trade.

Whether or no were any inventories, or appraisements at, or about any, and what time or times made, and taken by any, and what persons of all, or any, and what sorts, or particulars of the stock, utensils, and effects of, and belonging to the brew-house in the second interrogatory enquired after, and for what reason or purpose, and on what occasion. Where did such persons then live, and where do they now live, if alive. Are any, and which of them dead. By whom, and on whose behalf were they respectively appointed, or employed to make such inventories or appraisements, and what sorts or particulars of the said stock, utensils and effects did each of them respectively appraise. Whether or no were all, or any, and which of such inventories or appraisements made in writing, and signed by the respective appraisers, or by any, and which of them. How long time were such appraisers respectively employed in making of such appraisements, or taking of such inventories. And where, and by what means, and in what manner, and from what instructions were they, or any, and which of them respectively enabled to make out, or take the same, or any, and which of them. Whether or no was the defendant H present during all, or any, and what

what part of the time, while all, or any, and which of such appraisements or inventories were making or taking. Or was he or not in any, and what manner privy to, or acquainted with the making, or taking thereof, or of any, and which of them while the same were making or taking, and particularly was he or not during such time in any, and what manner privy to, or acquainted with the occasion, reason, or purpose of, or for making, or taking the same, or any, and in what manner give any, and what assistance, or obstruction in the making, or taking of all, or any, and which of such inventories, or appraisements; and did he, and when, and in what manner, consent or object to the making and taking of the same, or any, and which of them? Declare, &c.

Then prove the appraisements as exhibits; after which say thus. Are the valuations, or appraisements, and the particulars therein contained just and true, or not?

To prove a Woman's Board and Lodging, &c.

Whether no did the said A B, in her life-time, in the month of —, 1790, or at any other, and what time go to lodge and board with the defendant C D, at her house at H—? If yea—whether or no was there (as you know, or have any, and what reason to believe) any agreement made or entered into between the said A B and C D, as to what yearly sum the said A B was to give or allow for such her board and lodging? If yea—what was such yearly sum, as you know, or for any, and what reason believe, and from what time was the same to commence. Whether or no were you any ways, and how, and by what means acquainted with the nature of the provisions and accommodation found and provided by the said C D for the said A B, during her continuance to board and lodge with the said C D? If yea—what might the said defendant C D reasonably deserve by the year for such lodging and board. And whether were the provisions and accommodation provided by the said A B proper and suitable for a person of her age, situation and state of health. And whether or no did the said A B make any, and what complaint thereof, or of the usage she received from the said C D with respect to her provisions, or accommodation during the time aforesaid. And whether or no did the said A B ever express any affection for the said C D, for, or in respect of any, and what kindnesses, or civilities shewn to her, or discover, or declare that she thought, or looked upon her-
self

self under any obligation to make any, and what return by way of present or gratuity to the said C D for any such kindnesses or civilities? Declare, &c.

Whether A B made her any present in Money.

Whether or no was the said A B during her residence with the said C D (as you know, or for any, and what reason believe) ever possessed of any, and what sums of ready money? If yea—whether or no did she ever give any, and what sum of money by way of present to the said C D, or only deposite the same in her hands for safe custody, or for any other, and what purpose? Declare, &c.

In what State of Health was A B?

Whether or no was you acquainted with the said A B in the month of —, 17—, and for any time, and how long before that month? If yea—of what age was she at that time, as you know, or for any, and what reason believe. In what state or condition was the said A B as to her health in the month of —, in the said year —, and for how long time before. Whether or no was she then in a good or a weak and declining state of health. And how, and by what means had you any opportunity of knowing, or forming any opinion concerning the same. Declare, &c.

To prove the Value of Annuities for Lives.

Whether or no are you acquainted with the nature of purchases of annuities on lives, and the value thereof, and the nature of securing the same in the public funds? If yea—how long have you been acquainted therewith. What in the month of —, in the year —, was an annuity of —, payable during the life of a person aged — years worth, according to the method of computing annuities upon lives, and according to the common and usual course of business in transactions of that nature, as you know, or for any, and what reason believe? Declare, &c.

Whether she was a proper Judge of the Price.

Whether as you know or believe in your conscience was the said A B in the month of —, in the said year, a proper and competent judge of what sum of money was a fair and reasonable price to be given by her for the purchase of an annuity for her life, and of what capital sum of three per cent. bank annuities was a reasonable and proper security to be set apart and appropriated for securing the due payment

payment thereof? Whether as you believe in your conscience was, or was not seven years purchase a fair and reasonable price between buyer and seller to be given by the said A B in the said month of ——— for the purchase of an annuity on her life? And was, or was not five hundred pounds, three per cent. annuities, according to the common and ordinary course of business in transactions of the like nature a reasonable and proper security for the due payment of the said annuity? Declare, &c.

About the Values and Repairs of an Estate, &c.

Did you know the messuages and tenements with the appurtenances situate, lying and being at L——, in the county of ———, and the messuage, tenement, or farmhouse, barn, stable, out-houses, and appurtenances thereto belonging, late the estate of A B, in the pleadings in this cause mentioned at the time of the decease of the said A B? If yea—how long had you known them, or either, and which of them before the death of the said A B? What was, or were the yearly value, or values of, or at, or under what yearly rent, or rents, were such estates respectively let, and to whom by name at the time of the decease of the said A B, and what is, or are the present yearly value, or values of, or at, or under what yearly rent, or rents, and to whom by name is, or are the said estates respectively now let, as you know, have heard, or do believe? Declare, &c.

Was, or were the messuages, houses, barns, stables, or other, and what buildings in, and upon the said estates in the preceding interrogatory mentioned, or any, and which of them at the time of the decease of the said A B in good, sufficient, and tenantable repair, or was, or were any of them at such time decayed, ruinous, or out of repair in any and what part, or parts thereof, and how, and in what manner and respect; and when, and by what means did the same become so, as you know, have heard, or do believe. Did the said A B at any time, or times before his death, and when, and upon what occasion desire, or signify his desire to any person, or persons, and whom by name to have the houses, barns, stables, or other, and what buildings upon the said estates repaired in any and what manner, or to have the same, or any, and which of them pulled down and rebuilt, or not, as you know, have heard, or do believe? Declare, &c.

About

About a Survey made of a Barn.

Was the barn belonging to the farm at L——, in the preceding interrogatory mentioned at the time of, or at any, and what time since the death of the said A B, in good and sufficient repair, or in a decayed, or ruinous, or other, and what condition. Did or did not the same at any, and what time, and when, since the death of the said A B, become untenable, or in any, and what respect unfit for use, or to hold corn and grain. Was any, and what survey made, or taken of the said barn, and of the state and condition thereof at any time, or times, and when, by any person, or persons, and whom by name, and by whose orders or directions, and for what reason, and on what occasion, or not? If yea—in what state or condition was the same found, reported, or declared to be. Was such barn, or the timber, or materials thereof upon any, and which of such surveys found, or esteemed to be found, good, and fit, or proper to be repaired, or rotten, decayed, and unfit and improper to be repaired. And what advice or opinion did such surveyor, or surveyors, or any, and which of them give with respect to the said barn. Did they advise the same to be repaired, or pulled down and rebuilt, and why, and for what reason, and to whom by name, and when was such advice given. Was any, and what calculation or estimate made by any person, or persons, and whom by name, and when of the expence and charges of repairing or rebuilding of the said barn, or not? If yea—what sum or sums of money did such person, or persons, and who by name calculate, or estimate such expences would amount unto, or cost, as you know, or believe? Declare, &c.

To prove in what Condition a Farm-house was.

Did you know the farm-house belonging to the estate at L, in the preceding interrogatory mentioned, at the time of the decease of the said A B. In what condition was the same at such time. Did the same continue for any, and what time after the death of the said A B, habitable and fit or safe for a tenant to dwell or live in with his family; or did the same by any and what means, or in any and what manner, and when or at what time, become uninhabitable, or unsafe or dangerous for habitation. Did the tenant or tenants thereof, and who by name, at any time and when after the decease of the said A B, quit the habitation of the said house, and take any other and what house, lodging,

or place for the habitation of himself, themselves and families, or not? If yea—why and for what reason, and on what occasion, and what rent or rents, sum or sums of money, by the year, or how otherwise, did such tenant or tenants pay, or agree to pay, for such other house, lodging, or place. Did such tenant or tenants, and which of them by name, demand or insist upon any and what allowance or abatement to be made to him or them, out of the rent of the said farm, for or on account of his or their not being able to live in the said farm-house with safety, or not? If yea—was or were any, and what sum or sums of money allowed, abated, or deducted out of such rent, and when, and by whom by name, and to what yearly amount, as you know, have heard, or do believe? Declare; &c.

Whether a new Farm-house was built.

Was the old farm-house pulled down, and a new one erected and built on the said farm and lands at L, at any time and when, since the death of the said A B, and by whom by name, and by whose order and direction was the same so done, and under the inspection and care of any person or persons, and whom by name? Is such new farm-house of a proper size and dimensions for the said farm, or in any and what respect improper for the same? Is, or is not, the same too large for the said farm? Was any and what survey, examination, estimate, or measurement, had, made, or taken of the said work at any time, and when, and by whom by name, and by whose order and direction, or how and in what manner particularly were the costs, charges and expences of the said work settled, fixed, and ascertained, and what price or prices was or were allowed for the building of the said house, and for the timber, or any other and what materials thereof, and to what sum in particular did the expences of such buildings together in the whole amount? Was or were the price or prices allowed for such buildings, or any and which of them, reasonable, and the usual and customary price or prices for such work and things, or in any and what manner different therefrom, and by whom by name, and when, and at what time or times was the expence and total amount of such building paid for? Is such building an improvement to the estate, or not? If yea—how and in what manner is the said farm and estate benefited thereby? Hath the yearly rent of the said farm been increased on account thereof, or not? If yea—how and in what manner, and to what sum hath such rent

rent been increased or advanced, as you know, have heard, or do believe? Declare, &c.

To prove a Book of Family Expences.

Look upon the book now produced and shewn to you at this the time of your examination, marked with the letter A, by whom was the same kept, and for whose use, or on whose account? Whether does, or does not, the said book contain the particulars of the said B's domestic or family expences for any and what period of time, and by whom were the payments, contained therein, audited or examined, and of whose hand-writing are the entries therein, or the major part of them? Declare, &c.

To prove a Pedigree.

How many children had the said A and B, his wife, and who was their eldest child and heir? Are all, or any, and which of the said children now living? If not, which of them survived, and when did such survivor die? Did all, or any, and which of such children, leave any issue of their bodies, as you know or believe? Had the said A, the father, any brothers or sisters? If yea—was or were there any issue of such brothers or sisters, and are there any descendants of such issue now living, as you know, have heard, or believe? Declare, &c.

To prove Copies of Records.

Look upon the several paper writings now produced and shewn to you at this the time of your examination, marked respectively with the figures 1, 2, &c. what do the same respectively purport or appear to be? Did you or not examine and compare the said several papers or writings, or exhibits, or any or which of them, with any and what entry, record, or records, or with any and what book, or books? And are the said several paper writings, or any, and which of them respectively, true copies, or a true copy of the original entry, record or records, book or books, of which the same severally purport or appear to be copies, or wherein do the same, or any and which of them differ or vary? Declare, &c.

About the Management of a Partnership Trade,

Hath the said partnership trade and business been managed, ordered, or directed, from and since the death of the said A, or for any and what part of the said time, by the said defendant

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defendant B, or not? If yea—how and in what manner hath the same been so managed, ordered, and directed by him, and whether in a proper or an improper manner, and in what respects particularly? And hath he been guilty of any and what mismanagements, neglects, or omissions therein, or not? If yea—have the same been any ways, and how, prejudicial or detrimental to, or to the loss or damage of the said trade and business, or not? Declare, &c.

Whether a Merchant attended the Royal Exchange.

Whether did the said A, in his life-time, attend the Royal Exchange at the common hours known to merchants and factors, by the description of the exchange time, on any, and what certain days in the week, or not? If yea—whether was such the attendance of the said A, certain and regular, or only casual and accidental? For what purpose was such attendance of the said A, and whether did he observe the same (as you know or believe) as a matter of consequence and essential to the success and good conduct of his business, as a dyer, or not? Declare, &c.

To prove a Tender.

Do you know of any, and what sums of money at any time, and when tendered, or offered to be paid by the complainant A B to the above named C D? Or did you know that the said complainant did at any time, and when, go to any, and what place with intent, or in order to pay, or tender to be paid to the said C D, any, and what sum of money? Upon what day, and what hour of the day did the said complainant A B go to such place with such intent as aforesaid, and how long, and to what hour did he wait, or stay there; and had he, or had he not any, and what sum of money with him; and did you, or did you not see and count the same? And did the said J C, or any, and what person on his behalf appear at the said place during the time the said complainant stayed there? Declare, &c.

To prove an Apprentice being turned over.

Was the defendant A in the title of these interrogatories named after the decease of the said B put, or placed with any person, or persons, and to whom by name to serve any, and what part of his apprenticeship, or for any other, and what purpose, and in what capacity did he serve such person, or persons? Was any, and what sum, or sums of money, or other gratuity paid, or advanced to such person,
or

or persons as a premium, fee, or consideration for his, or their taking the said A as a turn-over to serve the remainder of his apprenticeship after the death of the said B? Was he, or was he not esteemed, or reputed to be a person of good or common understanding, and was he capable of keeping, settling, or understanding accounts, or wholly ignorant thereof? And did he, or not, during the life of the said B, keep or enter any, and what account, or accounts of the said B in his the said B's business, as you know, have heard, or do believe? Declare, &c.

Whether the Plaintiff was ever married.

Do you know whether the complainant was married to the said B in the pleadings named? If yea—was you, and any other person or persons, and who by name, at any time, or times, and when present at such marriage, and at what particular time? Where, and at what church or other, and what place was the marriage ceremony performed, and was it according to the rites and ceremonies of the church of England? Did you know the clergyman that married them, and what was his name? Do you know whether the complainant and the said B did cohabit together as husband and wife till the year —, or how long, or for what other time, and was you often, and when present in their company when they cohabited as such? Do you know when, or at what time, and where the said B died, and whether he had any, and what issue by the said complainant, and whether any, and which of such issue were living at the time of his decease? Declare, &c.

About an Agreement for a Lease, &c.

Did you at any time, and when, enter into any treaty with the defendant touching the terms of a lease to be made by the complainant to the said defendant of the house and lands in the last interrogatory mentioned, or any, and what part thereof, or not? If yea—Were, or were not any, and what terms settled, and agreed on by you on behalf of the complainant with the said defendant? Was, or was not any draught of a lease prepared agreeable to such terms, or did the same differ therefrom, and how? Was or was not such draught at any, and what time delivered to the said defendant for his perusal and approbation? Did, or did not the said defendant at any, and what time, and before whom sign a draught of such lease? Look on the paper writing, &c. (*Here, to prove the Draught.*) Did,
or

or did not the said defendant at any time, and when enter upon, and take possession of the messuage and lands in the second interrogatory mentioned, or any, and what part thereof? Is, or is he not still in the possession or occupation thereof, or of any, and what part thereof, or hath he not quitted the possession thereof? If yea—when did he so quit, or leave such possession? Hath he at any time, and when removed to, and taken possession of any other, and what farm, as you know, have heard, or do believe? Declare, &c.

To prove the Tender of a Lease.

First prove the execution of the Lease: Then say, Was, or was not such deed at any time, or times, and when, and how often tendered by you, or in your presence to the defendant, or was he, or not informed by you, or in your presence, that such lease was executed by the complainant? Did, or did he not accept thereof, or object to the receiving, or absolutely refuse to accept thereof? Was or was not any counterpart of the said produced deed at any time, or times, and when, and how often produced and tendered to, or left with the said defendant to be executed by him? Was, or was not such counterpart executed by him; or did, or did he not decline or refuse to execute the same, as you know, have heard, or do believe? Declare, &c.

To prove Buildings erected.

Was any mill erected on any, and what part of the land, in the second interrogatory mentioned, and for what purpose? When was the same begun to be erected, and is, or is not the same finished? If yea—when was it finished, and is, or is not the mill-drain finished? If not, why, and for what reason? Did or did not any person or persons, and who by name obstruct, or hinder, or in any, and what manner prevent the finishing thereof? Also was, or was not any barn, stable, or other out-building erected on the said estate? When were materials for the building such barn, stable, or other building, or any and which of them sent in? What progress was made in such building? When was the same finished, or is the same still unfinished, and in what respects; and was, or was not the same occasioned by any, and what behaviour of the defendant? Did, or did he not carry off any, and what materials prepared for such building to any other, and what place for
any

any other, and what purpose? Did he, or not bring back such materials, or refuse so to do, or how did he dispose thereof? Declare, &c.

Whether a Man had any Shares in Ships.

Did you know what trade, business, or occupation the said A carried on in his life-time? If yea—for how many years before his death had he carried on the same, and in what parts of the world? Was the said A a proprietor, or was he joint owner with any person, or persons, and whom by name, and in what part, share, or proportion in the ships B, C, D, &c. or in any, or either of them, or in any, and what other ships by name, or in the cargoes of such ships; and from, and to what place, or places did such ships usually trade, and of what sorts and kinds of wares, goods, and commodities did the out-freights, and the returns, and cargoes of all, or any, and which of such ships consist; and who was the manager of, and bought in the goods, and commodities for, and directed the out-fets of such ships, or any, and which of them? Were such goods and commodities bought for ready money, or upon the partnership, or joint account, or credit, and upon what and whose credit by name? And was there any, and what profit or loss in particular upon the said ships and cargoes from time to time, or any, or either, and which of them accruing to the said partnership, or to the said A's own private accounts in his life-time? Declare, &c.

Whether the Partnership Accounts were settled.

Were the said partnership accounts of all, or any, or which of the said ships, or cargoes unsettled at the death of the said A, or were they, or any, and which of them made up and settled, or was there any, and what balance, or balances due to the said A on such accounts, or any, and which of them? In whose hands or custody did the books, papers, writings, and memorandums, or any, and which of them relating to the said partnership remain, or were lodged at before, or after, and how long before, or after the said A's death, and who usually made up or settled such accounts, and of whose hand-writing are the several entries in such books? And if you know, or have seen, or been acquainted with such book, or books of account, set forth the number, size, shape, figure, and other most particular descriptions you are able of each, and every of such book or books? Declare, &c.

Whether

Whether he bought any of the Cargo, &c.

Did you, or who else to your knowledge, or belief at any time since the death of the said A B purchase, or buy of, or from the defendant C, or any other person, and whom by name, any, and how many tons, or other quantity or quantities of red-wood, &c. or any, and what other goods, wares, or commodities? If yea—were they or any, and which of them part of the stock, or effects of the said A B in his own right, or in partnership with any other person, and whom? And at, and for what price, or prices? Did you buy the same by the ton, pound, or otherwise? Did you, or who else, purchase the whole of such wood, goods, or commodities; and how much then remained unsold, and to what value.

How sold.

Was or were such goods or commodities, or any, and which of them sold for a greater or less price than the same should have yielded in the year —, or at any time after till the time of sale, and for how much greater or less price? Declare, &c.

About granting and renewing of Leases of a Parsonage.

Do you know, or are you acquainted with, and for how long have you been acquainted with the manor, rectory, and parsonage of —, in the county of —, in the pleadings in this cause mentioned, and the lands and hereditaments thereto belonging, and who now is, and for how long has been in any, and what right seized, or possessed of, or entitled unto the said manor, rectory, parsonage, lands, and premises, as you know, or for any, and what reason believe? Whether or no has it been for any time, and how long past usual, or customary for the owners of the said manor, &c. or any and what part thereof to demise, or let out the same upon leases for any, and what number of lives, or how otherwise? And whether or no has it been for any time, and how long usual, and customary to renew such leases from time to time, upon the death of any of the lives named in such leases. or how otherwise, as you know, or for any, and what reason believe? Or what else has been for any time, and how long the usual or customary method of leasing or letting the said manor, &c. and premises, as you know, or for any, and what reason believe? Declare, &c.

About

About under Leases being made of a Messuage.

Do you know, or are you acquainted with, and for how long have you been acquainted with the messuage, or cottage, and parcel of land thereunto belonging, with the appurtenances now in the tenure or occupation of the complainant? Whether or no is the same parcel of the said manor, rectory, and parsonage of ——— in the foregoing interrogatory mentioned? And whether or no has it been for any time, and how long usual; or customary for the lessees of the said manor, rectory, and parsonage for the time being to make any, and what under-lease, or under-leases, of the said messuage, or cottage, and land now in the tenure of the said complainant, or of any, and what part thereof, or of any, and what other part of the said manor, &c. or of the lands and hereditaments thereto belonging, for any, and what term, or terms of years determinable upon the deaths of the persons for whose lives the original leases were granted, or how otherwise, and whether or no were such under-leases made renewable at any, and what time, or times, and in what manner, as you know, or for any, and what reason believe? And whether or no was the under-lease of the said messuage or tenement, cottage, and land now in the occupation of the complainant usually for any time, and how long past been renewed by any, and what former tenants thereof before the said complainant became possessed thereof, as you know, or for any, and what reason believe? Whether or no has the said complainant ever, and when, and how often had his lease of the said messuage, cottage, or lands renewed, and by whom since he first purchased the said premises? And whether or no were the old leases, or any, and which of them delivered up at the time of such renewals to any, and what person, or persons, or what are, or is become thereof, or of any, and which of them, as you know, or for any, and what reason believe? Declare, &c.

To prove Receipts.

Look upon the several receipts or writings now produced and shewn to you at this the time of your examination, marked respectively with 1, 2, &c. When, and to whom, and by whom, and for what, and upon what occasion were the said produced receipts, or any, and which of them made, wrote, signed, or given, as you know, or for any, and what reason believe? And of whose respective proper

hand-writings are the said produced receipts, or any, and which of them respectively, or any, and what writing, or writings thereon, or on any, and which of them endorsed, or written, or any, and what name, or names, or mark, or marks of any, and what person, or persons, set, subscribed, or endorsed to, or upon the said produced writings, or any, and which of them as a party, or parties, or as a witness, or witnesses, thereto, or to any, and which of them, or to any, and what receipt, or receipts, writing, or writings thereon, or on any, and which of them endorsed, or written, as you know, or for any, and what reason believe; and is, or are such witnesses, or witness, or any, and which of them living or dead? Declare, &c.

About a Testator's Behaviour towards the Plaintiffs.

1. Where, or with whom, or in whose house, or family did the said A reside during such your knowledge of him as aforesaid, or any, and what part of such time, and in what manner did the said A from time to time during such your knowledge of him receive, treat, or behave himself towards the said complainants, or any, or either, and which of them, whether or no as the objects of his care, regard, and affection, or how otherwise? And if you recollect any particular instance, or instances, wherein the said A shewed or distinguished any such regard, care, or affection for the said complainants—set forth and describe the same fully and at large, with the several reasons and circumstances inducing you to depose.

2. Was you present at any time during the last illness of the said A when the said complainants came to wait upon, or see him? If yea—set forth when, or about what time, or times, and where, and how long it was before the said A's death that you was so present? and how, and in what manner the said A received or treated the said complainants, or either, and which of them upon that occasion; and set forth the whole that then passed, or was said by, or between the said A, and the said complainants, or either, and which of them, and particularly whether the said A then seemed pleased, or surprized at seeing them, and whether he did, or did not upon that occasion mention his apprehension, or having been informed that the said complainants were in the country, or how otherwise.

By whom maintained, &c.

3. By whom, and at whose expence, and in what manner have the said complainants, or either, and which of them been maintained and educated since the decease of the said B their father, or during any, and what part of the said time, and how, and by what means you know, or for what reasons you believe the same? Declare.

4. Were the said complainants, or either, and which of them placed under your care for their learning and education, or any other, and what purpose? If yea—set forth how long they, or either, and which of them, and where continued, or were so under your care as aforesaid, and when, or about what time, or times respectively, and by whom they were at first placed there, and by whom you have been from time to time paid for the same?

About Applications to pay Legacies, &c.

5. When were the said defendants, or either, and which of them first served with a subpoena to appear to and answer the said complainants' bill in this cause; and how, and by what means do you know the same? Do you know of any application, or applications, which have been made by, or on the behalf of the complainants to the said defendants, or either, and which of them for the payment of the legacies, or of the interest and dividends of the trust monies in the pleadings in this cause mentioned to have been bequeathed to, or for the benefit of the said complainants? If yea—set forth when, or about what time, or times respectively, and by whom by name, and to whom, and where such application, or applications was, or were so made, and whether the same was, or were in any, and what manner complied with, or assented to, or refused, and rejected, and by whom, and for any, and what reasons? Declare, &c.

To prove an Agreement to grant the Plaintiff a Lease.

1. Do you, or not, know the messuage or tenement in the pleadings in this cause, mentioned to be lying and being in ——— street, in the parish of ———, and county of ———? If yea—did the defendant at any time, and when, verbally let the same to the complainant, and when did he take possession thereof? Did, or did not, the defendant afterwards, and when, agree to let and demise the same to the complainant for any term or number of years, and

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and for any and what consideration ? And if so, how long did the complainant continue in the possession thereof under such agreement ? Declare, &c. Was the said messuage or tenement, at any time, and when, in any and what condition, with respect to repairs ? Was the same, or not, in a ruinous condition for want of being put into good and tenantable repair ? If yea—did the defendant come into any and what verbal agreement with the complainant to grant him a lease thereof for any and what term of years, and at what yearly rent, and what was the consideration of such agreement ? Was it or not in consideration of the said complainant's agreeing to put the said premises into good repair, or how otherwise ? Set forth the nature purport and effect of such agreement, and what was afterwards done in pursuance thereof, according to the best of your knowledge, remembrance, and belief.

2. Do you know of any estimate or estimates at any time, and when and by whom made and taken of the repairs wanting to be done to the said house and premises ? If yea—by whose orders or directions was or were such estimate or estimates made, and on whose account, and what conversation passed between you and any and what other person touching the letting the said premises to the complainant ? What was the expence of such repairs estimated at ? And did such person or persons at the time of making such estimate examine the premises thoroughly, so as to give a just account or estimate of all the repairs necessary to be done, and the expence thereof or not ? Was, or were, such estimate or estimates at any time, and when delivered, and by whom, to the defendant or not ? If yea—did he make any and what objection thereto, or what then passed in conversation between him and the complainant, or any other, and what person or persons, in relation thereto ? Declare. Did the complainant at any time and when employ workmen to repair and make any new or additional buildings ; or any and what alterations in and about the said house and premises, or not ? If yea—set forth and give a particular account of all such reparations, buildings, alterations, or improvements made in and about the same, and whether the same were necessary and proper to be done ; or how otherwise ? When or about what time were the said repairs, buildings, or alterations compleatly finished ; and what was the whole amount of the money laid out and expended by the complainant in and about the same ? Do you know or believe that

he

he would have laid out so much money therein, if he had not been certain of obtaining a lease of the said premises? Declare, &c.

3. Do you know whether the defendant did approve of the said reparations, buildings, and alterations made by the complainant or not? Or did he in any and what respect object thereto, or disapprove thereof, and what did he say in relation thereto? Did the said defendant, during the time the same were carrying on, give any and what orders or directions to the workmen touching the same, or not? Declare, &c. Do you know of any and what application having been made by the complainant to the defendant after the said house and premises were compleatly repaired, or when else, for him to grant him a lease, or for any and what other purpose? If yea—did the said defendant make any and what objection thereto, and what did then pass in conversation between them concerning such lease, as you know or believe? Declare, &c.

4. Do you know whether the defendant did or did not at any time, and when, after the said repairs were compleated and finished, desire any person or persons, and whom by name, on behalf of the complainant, to draw up an agreement for a lease of the said house and premises to be granted to the complainant for the term of twenty-one years, or any other and what term? If yea—did such person draw such or any and what agreement in pursuance of any and what directions from the said defendant; and if yea—what was the nature and purport of such agreement in particular? Did or did not the person who drew such agreement deliver the same to the defendant, and did he or not then approve thereof, or what did he say upon that occasion? Declare, &c.

5. Have you or not at any time, and when, and by whose orders, surveyed the said house and premises? If yea—do you know how much money it must have cost to put the same into good repair, and to make the new or additional buildings and alterations now appearing to be made thereto, and how do you compute the same? Are you a competent judge or skilful in surveying houses, or not? Declare, &c.

To prove a Pedigree.

Did you or not know A B, formerly of ———, in the county of ———, esq; deceased, in the pleadings of this cause named in his life-time, and for how long time before his decease, and when and where did he die? Did the said

A B

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A B leave any and what issue at the time of his death, or not? If yea—was such issue a son or sons, daughter or daughters? If daughters, did they intermarry, and with whom by name, and was there any and what issue of such marriages respectively? Declare, &c.

Next, prove the Entries in the Parish Register Books of Births, Marriages, and Burials.

To prove a Transfer of Stocks:

Whether or not as you know, or as it in any and what manner appears to you were there at any and what time before the — day of —, 17—, standing in the joint names of A B and C D, or of A B only, in the books of the governor and company of the bank of Ireland, the several sums of — 3 per cent. reduced bank annuities, and — 3 half per cent. bank annuities of the year 1756. And by what means, if you know the same, did such sums become transferred into the joint names of the said A B and C D, or the name of the said C D. And were or not the said stocks respectively at any and what time before the said — day of —, transferred out of such name or names, and to whom, and by whom, and under what right or authority were the same so transferred. And were there or not at the same time the like quantities of the same stock respectively standing in the same name or names? And if yea—what became thereof? What as you know, were the prices of the said stocks or funds on or about the said — day of —, 17—? Declare, &c.

Whether a Bankrupt obtained his Certificate.

Did you know A B, late of —, in the pleadings in this cause named? If yea—is he living or dead; and if dead, when or about what time did he die. Was he or not declared a bankrupt, on a commission issued for that purpose, and when. Did he or not ever, and when, obtain the usual certificate of having conformed himself to the several statutes made concerning bankrupts? Declare, &c.

Concerning the opening Mines of Lead Ore, &c.

1 Do you or not know the messuage, farm, and lands called —, in the pleadings in this cause mentioned to be situate in the parish of —, in the county of —, and how long have you so known the same? And do you or not know the mines which have been opened and wrought by

by or by the direction of the defendant A.B, within or upon the said lands or farm, and how long have you known the same. When did the said defendant first cause such mines to be opened, and begin working the same, And what kinds of ore have been found and gotten by him, or his workmen, within the said mines since they were first opened. And whether did the kinds of ore lie or were found in veins, or how else. And of what qualities, as to goodness and pureness, were the ores which have been found therein and gotten thereout by, or on the behalf of the said defendant, Have you or any other person or persons as you know, ever and when made any and what experiments, or not, on such kinds of ore, or any and which of them; or any and what other ores of the same or the like kinds, and with what ores in particular were such experiments made, and to whom did the same belong, or from whence were they taken, and by what means were they procured. Have or have not any quantities of ore of any and what kind or kinds been produced within the same mines, or elsewhere, upon the said lands, by means of iron or tin being thrown into water; and in what manner has the same been done, and what has been the effect thereof. How long, and to what time did the said defendant A.B, by his agents and workmen, or otherwise, continue to work the said mines, and why did he cease working the same. How much money in the whole, as you know, judge, or believe, has the said defendant raised or made from the said mines, by the sale of the ores gotten therefrom, or otherwise, and how. And how much money in the whole, as you know, judge, and believe, has the said defendant paid, and become liable to pay for, or on account of the said mines, and the opening and working them, or the sale of the ores, or otherwise, in respect thereof. And was there, or not, any quantity of ore of any, and what kind or kinds, and how much in the whole, as you judge and compute, left on the bank, or undisposed of, when the said defendant left off working the said mines? Declare.

2. Whether or not, as you know, judge and believe, has or have the said defendant, or the agent or agents and workmen, employed by him about the mines, in the preceding interrogatory enquired after, worked and managed the said mines and manufactured and disposed of the ores raised therefrom (so far as the same has been disposed of by him) in the best and most advantageous manner for him the said defendant, and the other person or persons interested

rested therein; or has there or not been, on the part of the said defendant, any, and what improvident working or management of the said mines, or the ores raised or gotten therefrom; or any and what unnecessary expence incurred in or about the working or management of the said mines, or the ores raised therefrom? And in what manner have the ores, or any of them, or any part thereof, been manufactured or dressed before they have been disposed of, and in order to their being disposed of. And have or not any and what parts thereof been manufactured, or dressed according to any and what new or newly discovered method. And by whom was such method discovered, and could or could not the mines have been managed, or the ores have been manufactured, or dressed, in any and what manner more advantageous and beneficial to the said defendant, and the other person or persons interested in the said mines, and so as for the ores to be sold to more advantage and clear profit? And have or have not any and what quantities of gorse or furze been used in or about manufacturing the said ores, or any and what part thereof? And if yea—where were such quantities of gorse or furze got? And were or not the several parts of the said ores, which were sold by the said defendant, or his agent or agents on his behalf, sold for the best prices which could then be reasonably gotten for the same and for their full values, or how else? And have or not you, or any, and what person or persons who purchased any part of such ores, as you know, sustained any and what loss by the purchase thereof, and in what manner? Declare; &c.

3. Were you or not, as you apprehend and believe, a competent and proper person to be employed in directing and superintending the working of the said mines, and of mines of the like kinds? And have you or not been employed, or conversant in that kind of business, for any and what length of time past, and in what degree? And by what other persons have you been employed in such kind of business, and what salary did the said defendant agree to give you for directing or superintending the said mines, and was the same, as you believe, a sufficient salary for your care and trouble in and about such business, and if not, why not? Declare.

About Instructions for preparing a Will.

1. Were you or not at any time, and when applied to, and by whom, to prepare the last will and testament of

A B,

A B, in the first interrogatory named, and do you know who prepared the same, and when doth the same will bear date? If you prepared the same, did you or did you not receive instructions or directions for preparing the same from the said A B, or any other, and what person, and from whom, on what day, and what time of the day, and at what place were such instructions given, and were the same taken down by you or any other and what person or persons in writing, and was or were any other and what person or persons, and who by name, present at that time, and what in particular were such instructions? Declare.

2. Did or did not C D, and E F, or either and which of them, apply to you to make the will of the said A B? If yea—when did they, or either, and which of them, apply to you for that purpose, and did or did not they, or either, and which of them, give you any instructions or directions to prepare the said will? If yea—set forth the instructions or directions they gave you for that purpose, and did or did not they, or either, and which of them, produce to you any instructions in writing for preparing the same? If yea—set forth the contents thereof, and of whose hand-writing the same were. Did or did not the said C D and E F, or either, and which of them, say any thing to you, or any other and what person or persons as you know, touching or concerning the preparing the said will? If yea—set forth the particulars of the conversation that passed between you, and such other person or persons, respectively touching or in any manner relating to the preparing the said will.

3. Did you or not prepare any draught of the said will before the same was transmitted for execution? If yea—to whom did you deliver such draught, and what is become thereof, and have you ever seen it since, and when and in whose custody, and where is the said draught at this time, as you know or believe? Did or did not the said C D and E F, or either, and which of them, at any time and when, give you any information respecting the state of health of the said A B, and as to the probability of his living or dying, or respecting the understanding and capacity of the said A B? If yea—set forth what they, or either, and which of them, said to you on that occasion. How often did you see the said A B, and when and where did you first see him? Did you ever see him in any and what degree disguised or intoxicated with liquor, and how often did you see him? Were you or not ever and how often informed

that the said A B was greatly, or in any degree, addicted to drinking of strong liquors? Was or was not the said A B, at the time it is pretended he signed and published the said will, sober, or any way intoxicated with liquor, and at what time of the day or night was the said will signed and published by him? Was he at that time of sound mind, memory, or understanding; or was he not, or might he not for any thing you know, or have any reason to believe to the contrary, be at that time of unsound and undisposing mind, memory and understanding, and incapable of making a will, and how did you at that time consider him to be in that respect, and in what state of body and health was he then, and what opportunity had you to judge of his sanity or insanity? Had or not you and the other attesting witnesses respectively any and what conversation with him at or before or after the time, when he, as you say, signed and published the said will? If yea—was his conversation sensible, or how else, and had you or not any acquaintance or intimacy with him at or before or after the time, and what length of time before or after he, as you say, signed and published the said will? Was he or not in some and what manner as you know or believe and why, unduly influenced and prevailed on by whom, to make the said will? Declare, &c.

About Goods being sold.

Do you know of any goods, wares, or merchandizes being sold and delivered by the plaintiff to the said A B deceased, or to his order, or for his use in his life-time. If yea—specify the same particularly, and when the same were so sold and delivered, and at what price or prices respectively, and what was or were the value or values of the same particularly. Declare, &c.

About a Voyage from the Port of Dublin to—

1. Do you or not know whether the defendant had or had not the command of a ship in the B— trade, in or about the month of —, in the year —, or at any other and what time? If yea—what was the name of such ship, and to whom did the same belong. When or about what time in the said year did the said ship sail from Dublin to B, as you know, believe, or have heard? Were there or were there not any passengers on board the said ship from Dublin to B—, or elsewhere? If yea—what were the name or names of such passengers respectively. Were any or either and which of them cabin passengers, or steerage passengers? Declare, &c.

Do

2. Do you or not know at what time the said ship arrived at B——? If yea—set forth in what condition she was at such arrival, was she in good and sound condition, or leaking and out of repair; and were any and what means used to fit the said ship, and make her in good and safe condition? If yea—by whom or by whose directions were such means used? Declare, &c.

3. Do you know when the said ship sailed from B——, on her return to the port of Dublin? If yea—set forth the day of her sailing according to the best of your knowledge, remembrance, and belief. Was or was not as you know, believe, or have heard, due diligence used by the defendant, or by whom else for obtaining a proper freight or loading, or was he or not dilatory in procuring the same? Was the said ship fully loaded or freighted for Dublin or not? If not—why was she not fully loaded or freighted, and for what reasons? Declare, &c.

4. Do you or not know whether the crops of sugar at the time the said ship was expecting her freight at B——, were or were not plentiful or scarce, and were or were not any and what number of ships then at B—— waiting for freight? If yea—were all or the greatest or what part of such ships fully or how freighted home? If any of them were not—was it owing to the scarcity of sugar, or from what other cause?

5. What is the general character and estimation of the defendant, as a master of a vessel? Is he or not esteemed as an industrious and careful mariner, and attentive to promote the business of his employer? And was or was not the said ship esteemed to be a sound and tight vessel, and fit to be loaded with a valuable cargo, or how else? Declare, &c.

Concerning Evidence given at a Trial.

1. Was you at any time and when present in court at any assizes held in or for the county of M——, at the trial of any and what cause or causes wherein the said A B was plaintiff, and the said C D defendant? If yea—Did the said C D, at the trial of such cause or causes, or either and which of them, give or cause to be given in evidence, any and what set off, or any and what sum or sums of money pretended to be due to him from the said A B on any and what account or accounts? Hath any and what sum of money been paid, or caused to be paid by the said defendant to the said complainant, or for his use at any time or times, and when and to whom for or upon account of the said

said cause or causes or either and which of them, or how otherwise? Declare, &c.

About the Purchase of an Estate.

1. Do you know of any and what piece or parcel of land or ground, and where situate, which was at any time and when purchased of the said A B, in trust for the said C D? If yea—was or was not some and what person authorized, ordered and directed and by whom first to treat and contract with the said A B for the purchase thereof? And did not the said C D at some and what time or times, previous to such purchase, consult with some and what person by name touching or concerning the manner and way wherein the said estate was to be conveyed and assured, and the intent and purpose of such conveyance? If yea—what instructions, orders, or directions did the said C D give, touching or concerning the intent and purpose, or the mode and form of such conveyance or assurance, and what did he say or declare concerning the same? Declare, &c.

2. Was or was not, or were or were not some and what deed or deeds, instrument or instruments, conveyance or conveyances, drawn and prepared by some and what person or persons, pursuant to the orders and directions given by the said C D, for the purpose of carrying into execution the intent and design of the said C D, in relation to such intended purchase, and for conveying and assuring the lands and tenements intended to be purchased agreeable to such his intention? If yea—set forth the parties names and purport, effect, or short contents of all and every such deed or deeds, instrument or instruments, conveyance or conveyances, according to the best of your knowledge, remembrance and belief? And was or were such deed or deeds, instrument or instruments, conveyance or conveyances, or any and which of them executed by the several parties thereto, or by any and which of them? Declare, &c.

3. What sum or sums of money was or were paid to the said A B, as the consideration for the purchase of the lands and tenements in these interrogatories enquired after, and with whose money was such consideration paid or discharged? Declare, &c.

Concerning the borrowing Money to buy Stock.

1. Do you know whether or no in the year —, or at any other and what time, the defendant L B did apply to the defendant C D, in order to borrow as much money of him

him as would purchase 100*l.* stock in the 3 per cent. consolidated annuities, or was any and what application to such or the like or any other, and what purport relating thereto, made by or on the behalf of the said L B, to the said C D? If yea—Did or did not the said C D agree to lend him the same? If yea—Did or did not the said L B agree to replace the said stock or to repay the said sum of money to the said C D, in any and what manner, as you know or believe?

2. Was you or not at any time and when in particular applied to, or consulted by the said L B and C D, or either and which of them relative to any and what security that was to be taken from or given by the said L B to the said C D, for any and what sum or sums of money lent or advanced by him to the said L B? If yea—when in particular, and by whom and on whose behalf was you so consulted, and do you or not know what sum of money the said C D had agreed to lend the said L B, and under what terms he so agreed to lend the same? If yea—set forth what such sum was in particular, and under what particular terms and agreement the same was to be lent and advanced, and did you or not advise what was or were the proper security or securities to be taken for securing the same? If yea—what securities in particular did you so advise to be taken? Declare, &c.

3. Do you or not know what was the value of 100*l.* stock in the three per cent. consolidated bank annuities at the time the said C D agreed to lend the said sum of money to the said L B, and was or was not the value thereof agreed between them to be the sum of ———, or any other and what sum in particular? If yea—did or did not the said C D, upon the execution of the writings in the preceding interrogatories mentioned, or at any other and what time pay unto you for the use of the said L B, the said sum of —, and did you or not pay him the same, or any and what part thereof, or did you or not deduct or retain any and what sum of money in particular thereout, for preparing the said writings? If yea—was the sum so deducted by you a fair sum, and the usual charge for doing such business, or not? Declare, &c.

About dissolving a Partnership.

1. Did you know the said L B and C D during the time the copartnership trade between them in the bill mentioned was carried on? If yea—where was the said trade so carried on? In what place or house was the counting-house of the said copartnership kept, and the books of accounts deposited,

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deposited, and who had or took possession of such books of account upon the dissolution of such copartnership? For what reason, and at whose request or desire was the said counting-house and books kept at such house or place? Had they or not another counting-house, room or place, at or near ———, or some other and what place sufficient and proper for a counting-house; and for the keeping of their books, and which might have been used for that purpose, and for what reason was not the same so used? Declare, &c.

2. Did or did not the defendant L B, upon the dissolution of the said copartnership between him and the other defendant C D, get into his possession the partnership stock and effects, and undertake to get in and receive the debts due to the said partnership, (except such as were particularly agreed to be received by the said C D) and also to pay and discharge all the debts due and owing therefrom, or how otherwise, as you know or for any and what reason believe? Declare, &c.

About transferring Stock.

Do you know whether the defendant L B did or not about the ——— day of ———, or at any other time and when transfer the sum of ———, consolidated 3 per cent. bank annuities, into his own name in the books of the governor and company of the bank of Ireland? If yea—set forth particularly how you know the same, or how it appears to you that he made such transfer. And did or did not the said ——— consolidated bank annuities before such transfer thereof by the said L B, stand in the said books in the name of the said complainant, and are or are not the same now standing in the name of the said L B in the said books, and hath or hath not he sold out or transferred the said bank annuities, or any and what part thereof? And hath or hath not the said L B sold out or transferred any sum or sums of money in the 3 per cent. consolidated bank annuities since the said ——— consolidated bank annuities were so transferred into his name as aforesaid? Declare, &c.

About the Value of Estates.

Did you or not know the estates of L B in the pleadings of this cause situate in the parish of ———, in the county of ———, in the year ———, and from any and how long time before? If yea—what was the annual rent thereof during the time you so knew the same? Are you acquainted

ted with the nature of the said estates, and of the value of estates in that neighbourhood, or not? If yea—set forth what the said estates were worth to be sold according to the best of your knowledge, information and belief, fully and at large.

Concerning a Reference to Arbitrators.

1. Do you know any thing and what in relation to the matters in dispute between the complainant and defendant in this cause, being left to a reference or arbitration, and to whom? If yea—were any and what meetings, and with whom had in consequence of such reference? Declare, &c.

2. Did or did you not proceed in making your award? Look upon the paper writing now produced, and shewn to you at this the time of your examination, marked with the letter B. Is the same a rough draught of the award made by you between the complainant and defendant? Did you or not send the same to the said ———, and when was the said rough draught returned, and to whom? Declare, &c.

Concerning Marriage, &c.

Whether or no did the said L B in his life-time intermarry with C D, in the pleadings in this cause named, or with any other and what person, as you know or for any and what reason believe. Whether or no had the said L B any and what issue of such his marriage? If yea—is or are such issue child or children, or any and which of them now living or dead? And if living, where particularly doth or do such issue, child or children, now live or reside, or are or is to be found or heard of, as you know or for any and what reason believe? But if no such issue, child or children of the said L B, is or are now living, whether or no did such issue, child or children, or all or any, and which of them respectively, depart this life in the life-time of the said L B, their father, or at any time, and when since his decease?

About finding one in Victuals and Drink, &c.

1. Do you know or believe that L B, deceased, in the pleadings in this cause named, was in her life-time furnished by the defendant C D, with victuals, drink, or other and what necessaries, or not? If yea—when did she first begin, and how long did she continue to be so furnished or provided for by him, as you know, remember or believe. Was the said L B, at the time of her death indebted unto the said C D, in any sum or sums of money, and to what amount in the whole for or on account, or in respect of such

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such victuals, drink, or other necessaries, or for or upon any other and what account in particular? Declare, &c.

2. Do you know or believe that any division was ever made of all, or any, and what part, of the personal estate which the said A B was possessed of at the time of her death, or not? If yea—when, where, and in what manner, and by and between whom, and in whose presence was such division made? What particulars did the personal estate, so divided, consist of? And was the said division fair and equal or not, as you know, remember, or for any and what reason believe? Declare, &c.

Concerning the Value of an Advowson.

1. Do you know, or can you say any thing and what, to prove that the defendant, C D, was at any time, and when employed by or on behalf of the complainant A B, to procure a purchaser for the advowson of the rectory of —, in the pleadings in this cause mentioned. Did the said defendant then, or at any time, and when, give the complainant, or any person by him employed, and whom, any and what account of the value of the said advowson, and the age and state of health of the then incumbent, and was such account true, or in any and what respect false, as you know, or for any and what reason believe? Declare, &c.

2. Was there or not in the year —, as you know, or for any and what reason believe, an intention, and by whom, to inclose any common lands or open field grounds in the said parish of —? If yea—was the value of the rectory of the said parish likely to be in any and what degree advanced or lessened by such inclosure, in case the same took place? And was the said defendant, as you know or believe, apprized in the said year —, and when first of such intended inclosure; and did he, or any, and what other person, at any time and when, communicate any and what information touching such inclosure, to the said complainant, as you know, or for any and what reason believe? Declare, &c.

Concerning Copartnership Matters.

1. Did or did not the said defendants at any time, and when and how, and in what manner, agree to become copartners in any and what trade or business? If yea—when and upon what terms or conditions, and when or about what time was the said copartnership to begin and commence?

Did

Did the said —, agree to give any and what sum or sums of money to the said —, as a premium or satisfaction for his receiving or taking them, or either, and which of them, into such copartnership with him; and to bring in any and what sum or sums of money as and for his and their, or either, and which of their share or shares, or proportion and proportions, of and in the capital stock to be used and employed in the said trade and business, and how much was agreed upon to be such capital, and how, and by whom, and in what manner, was the same to be made up? Declare, &c.

About a Man's giving Directions where to be buried.

Was or was not the said A B sick and ill at any and what time, and how long before his death? And did or did you not frequently, and how often, attend upon or about the person of the said A B, during such his illness; and did he, and when and how long before his death, give any and what orders and directions, or declare his will, or request you or any other person, and whom by name, in your presence, or hearing, touching, or concerning, the order and manner of his funeral, and the place of his burial? And did he or not, at any time, and when and how long before his death, express and declare his will and desire to you or to any other person, and whom, in your presence and hearing, that any and what tomb or monument should, after his death be erected for him or to his memory; or that any and what mourning and mourning rings should be given after his death to any person or persons, and whom by name? Was or was not the said A B buried in such place, and in such way and manner as he had ordered and directed; or how and in what other manner, or where was he buried? Was any and what tomb or monument erected to his memory, and where? Was or were any and what mourning ring or rings given by the executors of the said A B, to any person or persons, and whom in pursuance of any and what testamentary orders and directions given by the said testator in that behalf?

About cutting down Timber.

Have you or not, for any and how long time, known the following lands, lying in the said parish of —, that is to say, [name them.] Have not any and what timber-trees, growing on all or any and which of such lands, been felled or cut down by, or by the procurement of the defendant

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since the month of ———, in the year ———? If yea—set forth the particulars thereof, and the nature, kind, quantity, and value of such timber-trees, and on what particular parcel of land the same were cut, and what is become thereof, and how and when and to whom the same, and every part thereof, hath been sold, or otherwise and how disposed of? Declare, &c.

Concerning a Man's Circumstances.

Did you know, and was you by any means, and how, acquainted with the fortune and circumstances of A B, at the time of his death, and the real and personal estate and effects, or any part thereof which he was seized and possessed of or entitled unto, or not? If yea—what real estates, and of what yearly value, was he so seized of? And what personal estate and effects in particular, did he die possessed of or entitled unto, and of what kinds, natures, quantities, and what were the true and utmost values thereof, or any and what part or parts thereof? Declare, &c.

Concerning a Caveat being entered, &c.

Do you or not know of any caveat or caveats having been entered in the prerogative court of the archbishop of Armagh, at Doctor's Commons, and when and by whom, to prevent proving the will of the said C D? If yea—was any and what application at any time, and when, made to the complainant by or on behalf of the said defendant, for the complainant's withdrawing such caveats, or for any other and what purpose, or not? Did the said defendants propose or not to give the complainant a meeting upon that occasion, in order to settle matters touching their demands on the estate and effects of the said C D, or for what other end or purpose? If yea—was such proposed meeting had or not between them, and when and where? Was any and what agreement then made or entered into between them at such meeting, and what was the consideration, purport, and effect of such agreement, and what passed in conversation between them upon that occasion? Declare, &c.

About who was the Owner of a Pew in a Church.

1. Do you know the manor and parish of ———, in the county of ———, and how long time have you known the same? Have you or not, for any and how long time, lived and resided in or near the same parish? Whether or no is there within the said manor or parish a messuage or dwelling-

ling-house commonly called——, and have you or not, for any and how long time, known the pew or seat in the parish church of — ? If yea—is such pew in all respects as plain as the other pews in the said church ; or is the same, or any and what part thereof, in any and what respect more ornamented than the other pews in the said church, and how long time hath the same been so ornamented ? Declare.

2. Whether or no hath the said messuage or dwelling-house called ———, been, or is it reputed that the same hath, or not, been from time immemorial, or for any and how long time the estate or property of the lord of the said manor of ———, for the time being, or to whom else ? Declare, &c.

3. Whether or no is the pew or seat enquired after in the first interrogatory, and hath the same or not been, or is it generally reputed in the said manor and parish, that the same hath been for time immemorial, or for how long time, the private right or property of any, and what particular person or persons in right or respect, or as owner of any, and what particular house or houses within the said parish of ———, or in any and what other right or capacity, or is the same or not, or has the same or not, for time immemorial, or for any and how long time been, or is it generally reputed and considered in the said manor and parish that the same is or is not, and hath or hath not been for time immemorial, or for any and how long time appurtenant to any and what particular house within the said manor or parish ? Have you or not, and how often, heard any ancient person or persons, who is or are now dead, and whom by name, say or declare any thing concerning all or any, and which of the matters and things in this interrogatory enquired after ? If yea—set forth the particulars of all such declarations, as fully as you are able, and whether you believe the same, or any and which of them, to be wholly, or in any and what respect, true or false, and when or about what time or times were the same respectively made, and when, or about what time or times, and where such person or persons died, and of or about what age he, she or they, was or were at the time of their respective deaths, and whether they, or any or either, and which of them, had or had not, for any and how long time, and from and to what times, lived within or near to the said parish of ———, or occupied any lands or tenements therein ? Declare, &c.

4. Have

4. Have you or not ever, and how often, and when or about what time or times, seen the owner for the time being of the said messuage or tenement called —, or any of his or her family, at the said parish church of — hearing divine service, and whom by name? If yea—in what seat or pew in particular did he or they sit at such time or times? Were or was not they, or any or either and which of them; at all or any, and which of such times, in any and what manner interrupted by any, and what person or persons, in sitting in such seat or pew? Was or was not such person or persons, owner or owners, for the time being, of the said messuage or dwelling-house, also lords or lord of the said manor of —? Had or had not they, or either and which of them, during all or any and what part of such respective times, any and how many son or sons, daughter or daughters, brother or brothers, sister or sisters? Did or not such child or children, brother or brothers, sister or sisters, or any or either, and which of them, constantly or at any or what time or times, sit in the said pew or seat when they went to divine service in the said parish church of —? Did you or not ever, and how often, see them, or any or either and which of them, sitting in such pew or seat? Declare, &c.

5. Whether or not did any, and what person or persons, other than and besides the owner or owners, for the time being, of the said messuage or dwelling-house called —, and his and their family constantly or otherwise, and how often, sit in the said pew or seat in time of divine service, and whether or not particularly at such times as the owner or owners of the said messuage, or any of his family, was or were sitting therein? If yea—in what manner and capacity did such other person or persons respectively, from time to time sit therein; or was it reputed that he, she, or they sat therein, whether as a matter of a right or of favor from the owner of the time being of the said messuage, or by their leave or permission? Declare, &c.

About a Commission of Bankruptcy being issued.

1. Was or was not a commission of bankruptcy under the great seal of Ireland awarded and issued out against the said —, or either and which of them? If yea—when and about what time, and upon whose petition or petitions and affidavit was the same so issued out, and when does the same bear date, and to what particular commissioners by name directed. Was or were the said —, or either and which

which of them, thereupon found and declared to be a bankrupt or bankrupts, or not? If yea—when and from what time, and by whom was or were the said — so proved, found and declared to have become bankrupts respectively. And was or was not due notice, and when, given in the Dublin gazette of such commission having issued accordingly, and of the respective times and days for the said bankrupt's creditors to attend at the three public sittings at the — of the city of Dublin to prove their debts, and for the choice of an assignee or assignees of the said bankrupt's estate and effects, and for the said bankrupts respectively to surrender themselves and finish their examinations under the said commission. Did or did not several of the said bankrupt's creditors attend accordingly, and make due proof of their respective debts, and was or were the complainant, or any, or either, and which of them, or any other person or persons, and whom by name, at any time, and when, duly, or otherwise, and how chosen assignee or assignees of the estates and effects of the said bankrupts, and whether or not an assignment thereof was not, and when, executed to the complainants by the major part of the commissioners named in and acting under the said commission? Declare, &c.

(Then prove the Execution of the Deed of Assignment.)

2. Was you or not at any time employed by the complainants to peruse, settle, adjust or examine all or any of the book or books of account, papers and writings, of or belonging to the said —, or either of them, or by their agents, clerks or servants, of and concerning or relating to their trade, dealings or transactions, as well with the said defendants as with divers other persons, as the same were delivered in upon the last examination of the said — upon oath? If yea—when, and at what, and for how long time was you so employed by all or any and which of the said complainants, so to peruse, adjust and examine such books, accounts, papers and writings? And did or did you not, pursuant to such your employ, carefully peruse, examine, and settle the same, and what was or were or did appear to you to be the fair, just and true balance upon all accounts between them the said — and the said defendants, and in whose favor or side was such balance? Did or did you not, at any time and when, make out and deliver a true copy or state of the same to the said defendants, or either

either, and which of them? If yea—by whose order and direction, and when, where, and to whom, did you so deliver the same? Did or did not the said defendants, or either and which of them, at any time, and when, object thereto, or point out any error or errors therein, and what (if any) was or were such the objection or objections so by them made to such account, or the error or errors so by them mentioned or pointed out? And were the same just fair and reasonable objections, as you know, or for any and what reason believe? Declare, &c.

About the Valuation of an Estate in Jamaica.

1. Whether or no was you ever, and when applied to or requested by the complainant A, or any person or persons, and whom, on her behalf, to estimate or put a value upon any, and what estate or estates, which she was in any and what manner possessed of or entitled to in the island of Jamaica? If yea—for what purpose and on what occasion was you requested to make the same, and what particular description of or information concerning the said estate did you ever and when, and from whom, receive, in order to enable you to form any judgment of the value thereof? If yea—were any deeds, papers, or writings ever, and when, and by whom, produced to or left with you for that purpose? If yea—Did you form your estimate of the value of the said estate, or of any and what part thereof, upon such deeds, papers or writings, or any other and what evidence in particular? And what was the particular sum of money at which you estimated the value of the said estate, and how, and in what manner did you compute the same, and what particular estate or estates was, or were comprized or included in such estimate or valuation? Declare, &c.

2. When, or by whom, was the defendant first informed of or made acquainted with the valuation of 9000l. which had been made of any and what part of the complainant's estate in the said island of Jamaica, as you know, remember, or for any and what reason believe? Whether or no did the said complainant, or any person, and who, on her behalf ever, and when, offer to sell the said estate to the defendant at that, or any other and what price? If yea—Did the said defendant at any time, and when, except or refuse such offer; or did he offer to become the purchaser of the said estate at, or for any and what sum of money in particular, less than the said sum of 9000l.; And if yea—what

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what particular reason did he assign for offering any thing less than that sum for the purchase thereof? Declare, &c.

About an Account being settled.

Whether or no was you present at the settling and adjusting of any, and what account or accounts, between the complainant and defendant? If yea—by whom, and in what manner was or were such account or accounts, or any or either, and which of them respectively stated or made out. Whether or no did the same consist of particular charges or items, or of gross sums, and to what amount in the whole, as you remember, or for any and what reason believe; and whether or no was, or were, any and what voucher or vouchers produced by the said defendant at the time of the settling the said accounts, to verify the same, or any and what part or parts thereof? Declare, &c.

About the Considerations given for a Promissory Note.

1. Did, or did not, the complainant some time in the month of ———, in the year ———, or at some, and what other time, give or lend unto you his promissory note for the sum of ———, or how much more or less, payable to you, or order, ——— months after date, or what other time in particular; and did the said complainant receive any, and what consideration for the same? Declare, &c.

2. Did you or not at any time, and when, after receiving the said note, endorse or pay the same to the said defendants, or any and which of them, for any and what consideration in particular? Declare, &c.

3. Do you or not know whether the said complainant, at the time the said note became due, was called upon by the said defendants for payment thereof? If yea—did the said complainant at any time, and when, apply to you and inform you thereof, and did he or not desire you to pay or take up the same. Did you or not then inform the complainant that you had not cash sufficient for that purpose, but that you had a good note or notes, bill or bills, or one and which of them, to the amount of the complainant's note, or to any and what other amount in particular, and that you would go and discharge the same, or what else did you say to him on that occasion.

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About the Value of an Estate.

1. Have you any knowledge of the messuages, tenements, and lands called ———, situate in the parish of ———, in the county of ———, in the pleadings in this cause mentioned? If yea—how long have you known the same. Did you ever and when, survey the said messuages, tenements, and lands, and who accompanied you in making such survey, and are you used to the making surveys of lands, and how long have you been so used? Declare, &c.

2. What quantity of land do the said premises consist of, and how much arable, meadow, and pasture respectively, and how is the same situate, and are there any, and what, quarry or quarries upon the said estate? Declare, &c.

3. Do you know the present yearly value of the said premises in its present state? If yea—when, and upon what occasion, and by what means, did you acquire the knowledge of the value thereof, and what is the present yearly value thereof, as you know, have heard and believe. Is the same, or not, in an impoverished state; and if yea—how and by what means did the same become so? Declare.

4. Is, or is not, the sum of ——— the full value of, or an adequate consideration for the purchase of the absolute interest or fee-simple of and in the said premises? If not, set forth the reasons why you believe the same not to be an adequate consideration for the same, and what sum or price you know or believe the absolute purchase of the inheritance of and in the said premises to be worth, and whether any and what larger or higher sum than the said sum of —, can be obtained for the purchase thereof? Declare, &c.

5. Do you know the value of lands to be sold in the county where the said lands and premises lie? If yea—how many years purchase are lands of inheritance in fee-simple in that county worth to be sold, as you know, or for any and what reason believe? Declare, &c.

Whether one was a Lunatic.

1. Do you know any thing, and what, of the estate or disposition of mind of the said complainant. Is she, or is the not, able to dispose of or manage any estate, monies, or effects? And if not—how long has she not been able, as you know, or for any and what reason believe?

2. Did you know, or was you acquainted with B, the said complainant's mother, or not? If yea—how long did you know her before her decease, and when and where did she

she die. Did, or did not the said B, at any time in conversation with you, or any other person in your presence or hearing, mention or express any thing concerning the state of the mind of the said complainant. Did, or did not, the said B look upon and consider the said complainant as a person of a sound state of mind and understanding, and fit to be trusted with any money or money affairs, or did she look upon her as a person of imperfect and insane mind and understanding? Declare, &c.

3. Was, or was not, the said complainant at any time, and when, and by whom, looked upon and considered as a lunatic and insane, or not. Did she ever, and when, commit any and what act or acts of lunacy or insanity, and how and in what manner in general, or for the most part, did she demean and behave herself? Declare, &c.

4. What has been the general deportment and behaviour of the said complainant since the death of her said mother hitherto, and what in your opinion is the present disposition of her mind and intellects. Is she apt to, or does she throw or squander away money in an idle manner or not? And how in general does she dispose of her money or effects? Declare, &c.

About a Copartnership.

1. Do you know whether any and what trade or dealings was, or were, carried on in partnership between the complainants and the defendant B? If yea—when did such partnership commence, and how long was the same carried on; and was the same at any time and when dissolved, or not? And was it or not dissolved by the mutual consent of all the persons concerned, or how otherwise? Declare.

2. Do you whether upon the dissolution of the said partnership, any of the goods or effects belonging thereto, at —, were equally, or otherwise and how, valued and divided into three lots or shares between the said three partners or not. And did, or did not, each partner agree to the same, and receive his share and proportion thereof, or what other share or part? Declare, &c.

3. Do you know, or have you heard, whether at the time of the dissolution of the said partnership all, or any, and which of the accounts relating thereto were, or were not stated, settled and agreed to by the said several partners, or any and what other person or persons on their, or either, and of which of their behalf, or not? Declare.

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Concerning the buying of Stock.

1. Was you or not, at any time and when, applied to as a broker, or in any and what capacity, by the complainant A, to purchase any and what sum of money in any and which of the public funds, or government securities, And did, or did you not, purchase the same accordingly, and did the said complainant or not pay the seller the value, and how much, for the transfer thereof; and was, or was not such stock transferred into the name of the complainant, or into any other and what name; and was, or was not, the same accepted, and by whom, in any and what book or books, of any and which of the public companies? Declare, &c.

2. Was you, or was you not, at any time and when, applied to by the complainant to buy for her any and what quantity of 4 per cent. bank consolidated annuities, or any and what other stock in any and which of the public funds. And did you or not thereupon purchase for her any and what stock, and in what fund, and who paid the consideration thereof to the seller; and was you or not, at any time and when, repaid the same by any person or persons, and by whom, and when, and with whose money was you so repaid the same, and was any and what receipt given, and by whom, and to whom, for the consideration of such transfer. Declare, &c.

Concerning the buying and selling Life Annuities.

1. Whether or not did the complainant, for any time past, and how long, carry on the business of a notary-public, and an agent or broker in the buying and selling of life-annuities? If yea—whether or not are you acquainted with the said business, and how long have you so been. Are or are not brokers in the buying and selling of life-annuities entitled to any and what commission, as you know, or for any and what reason believe? Declare, &c.

2. Whether or not was A B, in the first interrogatory named, in his life-time, entitled to an annuity of ——— a year issuing out of lands in the county of ———, for the term of his life? If yea—did the said A B apply to the complainant, and propose to grant him an annuity of ——— a year, to be issuing and payable out of the said annuity of ———? And did he or not inform the said complainant that he should have a commission for procuring a purchaser

chaser for such annuity; and did he or not deliver to the complainant a particular of the estate proposed to be charged with such annuity?

3. Whether or not did the complainant, on behalf of the said A B, propose that he should sell or grant an annuity of — a year, payable out of the said annuity of — a year, unto C D, in the pleadings in this cause named? If yea—how much money did the said C D consent to give for the purchase of such annuity, and did or did not the said C D, and the complainant, agree with the said A B, that the purchase-money should not be paid until the said C D had got the said B's life insured; and did or did not the said B agree to present himself to any and what insurance-office, in order to have his life insured? Declare.

4. Whether or not did the said C D, and the complainant, attend with the said A B, at any and what future day, to present him at any and what insurance-office, in order to have the said B's life insured for any and what sum; and was, or was not, his life approved at the equitable insurance-office. And was it or not thereupon agreed, that the complainant should prepare the writings necessary for the grant of the said annuity, to be executed the Friday following; and was or was not the said A B ordered to attend on that, or at any other and what time, to execute such grant, and have the said insurance compleated? And is it or not the custom and rule of the said insurance-office not to make out policies for the insurance of lives, unless the grant or sale of such annuity is laid before them. And why and for what reason do they inspect such deed or deeds. Could the said C D, or not, compleat the said insurance without producing such grant or deed, and whether or not did the said A B attend at the said insurance-office at the said future day agreed on as aforesaid. And whether or not was the making of such insurance at that time prevented by reason of the non-attendance of the said A B, or for any other and what reason? Declare, &c.

5. Was or was not the said A B, upon his being presented to the said office of insurance obliged, to declare, that he was not given to intemperance or drinking, so as to shorten his days. If he had declared otherwise, would they have approved of his life. And if he had been insured under such his declaration, would or would not the cause of his death have invalidated the policy of insurance. Declare, &c.

Whether

Whether the Money paid for the Purchase of an Annuity was a good Price.

1. Do you know whether the complainant did at any time or times, and when, grant to the said A B, in his life-time any annuity or annuities, or not? If yea—what annuity or annuities was, or were so granted, and for what consideration really and truly paid by the said A B, and how and in what manner, and upon what occasion in particular. And was such consideration a full, just, and fair price for the purchase of such annuity or annuities respectively, or under, and how much under the true and real value or values thereof? Declare, &c.

2. Do you know, or are you acquainted, with the complainant's age and state of health in the several years 17— or not? If yea—in what circumstances was he in the said years, or any and which of them. Was or was he not in distressed circumstances in the said years, or any and which of them, as you know, or for any and what reason believe?

Concerning the purchase of East-India Stock.

1. Is, or is not, the defendant C D a sworn broker, agreeably to the act of parliament made in the ——— to restrain the number and ill practice of brokers and stock-jobbers? Declare &c.

2. Does, or does not the said defendant keep any and book, to enter memorandums or notes of contracts or agreements, made between the buyers and sellers of stock in the public funds. And did, or did not, the said defendant, at any and what times, enter in any such book any memorandum or note, of any and what contract or contracts made, and by whom, on the behalf of the said complainant with the said C D, concerning the purchase of any and what quantity or quantities of capital East India stock, or the loan of any and what sum or sums of money, to be laid out in the purchase of such East-India stock? Declare, &c.

3. Was, or was not the said complainant in or about the month of —, in the year of —, or when particularly, and for how long, possessed of any and what quantity of capital East-India stock; and was he or not, at or about the same time desirous of possessing any, and what, further quantity of the same stock? If yea—did he or not, and when, and for what reason, apply to any, and what person or persons, to procure him any and what sum or sums of money

money, to be laid out in the purchase of any and what quantity of such stock, and what was the price or value thereof at that time? Declare, &c.

4. Did, or did not, the said defendants, or either, and which of them, in consequence of such application, and when particularly, on behalf of the said complainant, or how otherwise, apply to any, and what person or persons, for the loan of any and what sum of money, to be laid out in the purchase of any and what quantity of East-India stock? Did, or did not, such person or persons agree to advance and lend, and to whom, and when, any and what sum of money for such purpose, and upon what terms, and what premium or interest, or other satisfaction, was to be given or made to such person or persons for such loan, and what security was to be given to him or them for the repayment of such sum of money. And was, or was not, any and what quantity of East-India stock to be transferred to him or them for that purpose, and what agreement in particular was then and upon that occasion made or entered into between the said defendants and such person or persons. Did, or did not, the said defendants, or either, and which of them, at any other time or times, transact concerns of a similar nature with such person or persons? Declare, &c.

5. Were, or were not the said defendants, or either and which of them, possessed of, or had, or had not they, or either and which of them, standing in his or their name or names in the books of the East-India company 10,000^l. capital East-India stock from the ——— day of ———, 17—, to the ——— day of ———, 17—, as you know or believe. Or had not they, or one and which of them, during some and what part of such period of time, a less quantity of such stock, and how much in particular, standing in his or their name or names in the said books. And did, or did not they, or one and which of them, during the said period of time, and when particularly, take the oath prescribed by the said company's charter, that the said stock belonged to him or them in their own right, and not in trust for any other person or persons, and as proprietor or proprietors of East-India stock, ballot upon some and what question or questions relating to the affairs of the said company. And in right of what particular stock did he or they so take such oaths and give in such ballot, and how much capital East-India stock was then standing in their names, respectively, in the books of the said company? Declare, &c.

Concerning

Concerning a Man's Title to Leasehold Estates, &c.

1. Whether or no was the said A B, or any and what person or persons, in trust for him in his life-time, and at the time of his death, in any and what manner possessed of, interested in, or entitled unto any and what leasehold messuages, lands or tenements, estate or estates, and where was, or were the same situate, and in whose tenure or occupation, and of what yearly value were such leasehold premises, or any and what part or parts thereof. And what estate, term or terms of years had the said A B, or was entitled to therein, and by or under what leases, grants, assignments, or conveyances, as you know, or for any and what reason believe?

2. Whether or no was the said A B, or any and what person or persons in trust for him, or for his use or benefit, at the time of his death, possessed of, or in any and what manner interested in, or entitled unto any and what jewels, plate, household goods, sum or sums of money, arrears of rent, carriages, horses, cattle, goods, chattels, effects, or other personal estate, and to what amount or value? Whether or no did the said C D, or did any and what person or persons in trust for him, or for his use or benefit, or by his order or direction, or with his knowledge, privity or consent, ever and when possess, get in, or receive, or sell, or in any and what manner dispose of all, or any and what part of the said A B's personal estate, and what was then the real and true value thereof in the whole, and of each and every part or parcel thereof in particular, as you know, or for any and what reason believe? And what part or parts thereof, or of the produce thereof, and to what value remained in the hands, custody, possession, or power of the said C D, or any and what person or persons in trust for him, or for his use or benefit at the time of his death, or how and in what manner did he dispose thereof, or of any and what part thereof in his life-time? Declare, &c.

3. Whether or no did the said C D, ever and when, in any and what manner place out, or invest, any and what part of the personal estate and effects of the said A B, or of the produce thereof, at interest, or how otherwise, in or upon any and what stocks, funds, mortgages or securities, as you know, or for any and what reason believe? And whether or no did the said C D, or any and what person or persons in trust for him, or by or with his order, direction, consent or privity, ever and when, in any and what manner, make and receive any and what interest, dividends

dividends, profits, benefit or advantage of, from, by, or out of the personal estate or effects of the said A B, or any and what part thereof, or the produce thereof, or any and what part thereof? Declare, &c.

To prove an Account Book.

Look upon the book of accounts now produced and shewn to you at this the time of your examination, marked with the letter A, when and by whom, and by whose order and direction, and on what occasion, and for what reason or purpose was such book, and all or any and which of the entries therein made or wrote, as you know, or for any and what reason believe? And whether or no doth such book, or do any, or either, and which of the entries therein contain a true or just account of all or any and what receipts or disbursements of or by A B, deceased, in the pleadings in this cause named, on account of the real and personal estate of the said C D, deceased, or any and what part thereof respectively, and whether or no was the said book ever, and when and by whom, and on what occasion, and for what purpose given or delivered to any and what agent or person concerned for or on behalf of the said complainant? Declare, &c.

About the Value of an Annuity for Life.

1. Was you by any means, and how, acquainted with the circumstances of the complainant A B, in the year —, or not? If yea—in what circumstances was he at that time; was, or was not, the said complainant greatly, or otherwise, and how and by what means distressed or involved in his circumstances in the said year —, as you know, or for any and what reason believe? Declare, &c.

2. Was you by any and what means acquainted with the value of annuities for lives, in the year of our Lord —, or not? If yea—what was the value of an annuity of 30*l.* by the year, for the life of the said complainant in the said year —; and how many years purchase was the fair and just price for the purchase of an annuity for his life in that year, taking his age and state of health into consideration, according to the best of your judgment and belief? Declare, &c.

3. Do you know whether the defendant C D did at any time or times, and when, purchase of, or from the complainant A B, any annuity or annuities for the life of the said complainant or not? If yea—what annuity or annuities

ties was or were, so purchased by him, and for what sum or sums of money, rates or prices, and at what time or times in particular? Was, or were any undue means or practices used, or advantage taken, of the said complainant in obtaining such annuity or annuities, and how, and by whom or not? And was, or were, the sum or sums of money, rates or prices, so paid for such annuity or annuities, the full, just, and fair rates or values thereof, or in any and what respect, and how much under the real and true value or values thereof in particular? Declare, &c.

Concerning Bills of Exchange.

1. Do you know whether any bill or bills of exchange, draft or drafts was, or were, at any time and when, drawn by the defendant C D on the complainant A B, for any sum or sums of money, or not? If yea—set forth the particular dates, contents, purport and effect of such bill or bills, draft or drafts, respectively; were the same accepted by the said complainant or not; and was, or was not, any and what consideration paid or advanced for the same respectively, and are you by any means, and how acquainted with the occasion and design of drawing such bill or bills, draft or drafts, or not? If yea—upon what occasion, and for what purpose, and with what view and design were the same respectively drawn, and what is now become thereof, as you know, or for any and what reason believe? Declare, &c.

2. Do you know whether the said defendant did at any time possess himself of any bill of exchange, or draught, drawn upon the said complainant and accepted by him, or was such bill or draft delivered to the said defendant, or not? If yea—what bill or draft in particular did the said defendant so possess himself, or was delivered to him, and when, and how, and by whom, and of what date, and for what sum of money in particular, and upon what occasion, and for what purpose was such bill or draft delivered to the said defendant, and did he or not pay or advance any and what consideration for the same? Was any and what notice, and when and how, and by whom given to the said defendant, that the said complainant had received no consideration for the said bill or draft, or not? Declare, &c.

3. Was, or were, any application or applications at any time or times, and when, made to the said defendant, to deliver up to the said complainant the said bill or draft, or not? If yea—by whom was or were such application or applications

applications made, and what in particular passed on occasion or by reason of such application or applications, and did, or did not the said defendant refuse to comply therewith? And if he refused, did he or not assign any reason for such refusal? If yea—what reason did he so assign, and was the same true or false, as you know or believe? Declare, &c.

Concerning the Surveying of Houses

1. Whether or no doth the defendant C D follow, or carry on the business of a surveyor of houses and buildings? If yea—is he, or is he not expert, knowing and skilful in his said business. And is he or not a man of honesty and integrity, and of a fair character and reputation. Whether or no can the said defendant be prevailed upon by bribes, or presents to act with fraud, partiality or injustice, in the surveying, estimating, or valuing of houses or buildings which he hath been retained, employed, or engaged to survey, estimate and value fairly and impartially? Declare, &c.

2. Whether or no was the said defendant employed, engaged or retained, in his said business of a surveyor, to measure, estimate, and value the two messuages or dwelling-houses, situate in the parish of —, in the pleadings in this cause mentioned? If yea—when, by whom, and on whose behalf, was he so employed, engaged or retained. Did he, or did he not, survey, estimate, and value the said messuages or dwelling-houses, and at what price or sum of money did he estimate and value the same, and were they at the time the said defendant valued the same equal to or worth the value by him set thereon? Whether or no did the said messuages or dwelling-houses cost as much in building and materials as he valued them at? Declare, &c.

About the Value of Houses belonging to a Woman, and sold.

1. In what station of life was the said complainant in the month of —, in the year —? Was she a person conversant in business, and one who could judge of the value of houses to be sold, or was she a person liable to be imposed upon by a person of skill who was inclined to buy her property in houses from her at an under value or not? Declare, &c.

2. Do you know the two brick houses, situate in —, in the pleadings in this cause mentioned, which did belong to the complainant? If yea—for how long have you known

INTERROGATORIES.

the said houses, and particularly, were you acquainted with their condition on the ——— day of ———, 17—? If yea—set forth in what condition they were, at what yearly rents they were let, and what was the full value of them when sold? Can you form a judgment of how much money has since been laid out in repairing the said houses, and what rents they were let for? Declare, &c.

3. Was you present at the time when the said houses were put up to sale, or not? If you were, was any notice given by or on behalf of the complainant to all or any of the persons then present, of her claim thereto, or that she insisted that the property of the said houses had been fraudulently obtained from her? If yea—set forth what notice was given, and to whom upon that occasion. And was, or was not, the defendant B, then present and heard what passed? Declare, &c.

About a Woman's being unduly influenced to execute Deeds.

1. Did you know C D in the preceding interrogatory mentioned, in her late husband's life-time? If yea—Did they live together or separate? What age was she of when you first knew her, and what age was she of at the time of her death? Declare, &c.

2. Did the said C D survive her said husband or not? Did she consult any and what person relative to the management of her private affairs during her husband's life-time? If yea—who was or were such person or persons by name? Did she or not, after the death of her said husband, continue to consult and advise with such person or persons, or whom else by name, relative to her said husband's estate and effects? Had such person or persons great, or any and what influence over the said C D, or not? If yea—did such person or persons make any improper or other and what use of such influence, or not, as you know or believe? Did any friendship or intimacy subsist between you and the said C D. Did you frequently, or how often, and in what capacity, visit her? Declare, &c.

3. Were you ever, and when present when any and what deeds, writings, or other papers were brought or produced by any, and what person by name, to be signed and executed by the said C D, or not? If yea—what did she say on producing and tendering the same. Did she execute the same freely and voluntarily, or did she hesitate or refuse so to do, or did she make any and what observations at the time. Did she or not know the contents, import or meaning

ing of the deeds or writings she executed, or any and which of them? Declare, &c.

To prove a Letter of Attorney to receive Bank Stock.

Are you, or are you not, acquainted with any custom of the bank of Ireland, touching their keeping in their custody letters of attorney, by which persons entitled to, or possessed of stock, authorize others to accept such stock in their names, and to receive and give receipts for dividends upon such stock? If yea—set forth what is such custom, and look upon the paper writing now produced and shewn to you at this the time of your examination, marked with the letter A. Is, or is not, the said writing a true and exact copy of such letter of attorney formerly deposited with and now in the custody of the said bank of Ireland, as you know, or for any and what reason believe? Declare, &c.

About the Value of a Farm and Stock of Corn, &c.

1. Whether or no do you know the farm and estate at F, in the county of ———, which belonged to the said A in his life-time, and was occupied by him. When did the defendant B, first enter into the possession or occupation thereof, as you know, have heard, or do believe. What was the yearly value of the said farm and estate at the time he first entered into the possession thereof, and what has been the yearly value thereof from time to time since the said defendant so entered into the possession thereof, and what is now the yearly value thereof, as you know, or for any and what reason believe. Are you by any and what means skilled in the value of farms and estates at F, and in the neighbourhood thereof? Declare, &c.

2. Whether or no are you, by any and what means acquainted with the nature and value of the said A's stock upon his farm at the time the defendant B entered into the possession or occupation thereof. Did he possess himself of the whole, or any and what part of such stock? If yea—set forth as fully and particularly as you are able, what such stock consisted of, and the full and real value of each particular article thereof particularly. Did the said defendant possess himself of any and what quantity of wheat, or other and what grain, or of any and what quantity of hay, or of any and how many horses or cows, or of any and what number of waggons, carts, ploughs, harrows, harness, or any and what other implements of husbandry, or stock, on the said farm? If yea—set forth according to the best of your

INTERROGATORIES.

your judgment and belief what was the full and true value of such stock and implements of husbandry which were so possessed by or came to the hands of the said defendant, and declare all you know, have heard, or do believe, touching the matters enquired after by this interrogatory, with the grounds and reasons for such your knowledge and belief, fully and at large.

3. How many years did the said A carry on the farming business, and in what farm or farms? Whether or no were he and C, his wife, industrious people, or how otherwise, and did they live in a frugal manner, or in any and what extravagant manner? Did they, or not, save money by such business, and to what amount, as you know, or for any and what reason believe? And in what circumstances did the said A die; was he reported to have died in good circumstances, or in indifferent, or what circumstances?

About appraising and selling Goods.

1. Were the goods, chattels, or effects of the said A in or about his house, workshop, and premises in—, aforesaid, at any time or times, and when sold, and by whom, and for what sum of money in the whole? Declare, &c.

2. By whose orders, directions, or authority were the goods and effects in the next preceding interrogatory mentioned sold; and were they, or not, at any time and when, before such sale appraised, and by whom, and at or for what price or sum? And were the said goods or effects sold at a proper time or not, and were they or not fairly and honestly sold, and in some and what public manner, and whether for as much as could be reasonably had or gotten for the same? Declare, &c.

3. By whom was the money, arising from the said goods or effects, received upon the sale thereof? Was any and what part thereof, at any time and when, accounted for and paid to the said defendant A, or to any and what other person or persons, and for or on what account, or not? Declare, &c.

To prove a Marriage.

Do you know whether the said complainant A, and B, his wife, did at any time and when, intermarry together, or not? If yea—was you present at such marriage ceremony, or not? If yea—by whom, and at what place, or on what day and year in particular, and how and in what manner was such marriage solemnized? Declare, &c.

Then prove a Copy of the Entry in the Register-Book.

Concerning

Concerning the Navigation of a River, &c.

1. Do you know the lower part of the navigation of the river A, in the county of ———, in the pleadings in this cause mentioned, and all or any and which of the several locks, turnpikes, weirs, passages, flanks, and appurtenances thereunto belonging, or not? Was the said B in his life-time seized of any and what part of the navigation of the said river A, or not? If yea—did he take upon himself the management and direction of the said navigation, or not, and by whose permission? Declare, &c.

2. Have you, and for how many years, as an owner or master of any and what boat, barge, or vessel, navigated upon the said river A, between the beginning of the year ———, and the month of ———, in the year ———, or not? If yea—did you pay to the said C D, the lessee of the lower part of the said navigation, the rates and tolls ascertained by act of parliament for all goods carried and landed from the Liffey to any place between ——— and ———, or any other and what rates and tolls, or not? And did the said C D receive any and what rates per ton for all or any, and what goods carried up the said river above ——— sluice, or down the said river from ———, and other places above ——— sluice to ———, or any other place between the said sluice and the Liffey, or not? Declare, &c.

3. Do you know in what order, condition, or repair, all and every of the locks, sluices, weirs, passages, flanks, and appurtenances of and belonging to the said lower navigation of the said river A, were kept by the said C D, during all or any part of the time he was in the possession of the said navigation, or not? If yea—were the same kept in good and sufficient repair, or did he suffer the same, or some and which of them, or some and what part thereof, to go to ruin and decay? And was or was not the navigation of the said river A, by such or what other means, in some or what measure stopped in some and how many parts of the said river, and what loss or damage did the complainant sustain thereby? And do you know in what repair or condition the said locks, sluices, &c. were left by the said C D when he quitted the same, or not? Declare.

4. Do you know what charges and expences the complainant has been at and put unto in the necessary repairs of the said locks, sluices, &c. or not? If yea—set forth the amount of such charges and expences. And have or have not the same, or any and what part thereof been occasioned

calioned by the neglect or default of the said C D, in not keeping the same in repair, as you know, or for any and what reason believe? Declare, &c.

5. Did you at any time, and when and by whose orders and directions survey all, or any, and which of the locks, sluices, weirs, passages, stanks, and flood-gates, of and belonging to the said lower navigation of the said river A? If yea—in what order or condition did you then find the same, and every of them? Did you make any and what estimate or estimates of the charges and expences of putting such locks, sluices, &c. respectively into tenantable and proper condition, or not? And if yea—what sum or sums of money was or were necessary to be laid out for the purpose aforesaid? Declare, &c.

About cutting down Timber and other Trees.

1. Whether or no did the defendant C D, after he came into the possession of the said manor, house, farm, and premises, cut down, or cause to be cut down, any timber, or other trees, underwood, or coppice-wood, upon any part of the estates late of the said A B, deceased, in the county of ———, as you know, or for any and what reason believe? If yea—set forth as fully and particularly as you are able an account of all such timber, and other trees, underwood, and coppice-wood, which was so cut down by, or by the order of the said C D upon the said estates, together with the times when each particular parcel or quantity was so cut down, as near as you can recollect, and from what part of the said estates in particular each parcel or quantity was so cut down, as near as you can recollect, and from what part of the said estates in particular each parcel or quantity was so cut down, and distinguish what sort or kind of timber, or other trees, and wood, was so cut down upon each part of the said estates. Whether or no was any and what part of such timber, or other trees, underwood or coppice sold, and when and to whom, and for what sum or sums of money? Was any, and what part thereof, and whether in the day time or night carried to any and which of the said defendant's own estates, or in any and what manner applied in repairing any and which of his estates, as you know, or for any and what reason believe? Was such underwood or coppice which was so cut down (if any) of a proper growth, or was any and what part thereof of any and what improper growth? Declare, &c.

About

About maintaining Children.

1. Who was at the expence of the maintenance and education of the said defendants, A and B, from the time of their respective births to the marriage of the said C with the said D? Did or did not the said E maintain and provide for the said defendants, to the time of the marriage of the said C; and did, or did he not, after such his said marriage, maintain and educate them to the time of his decease? And what might he annually, or otherwise, expend in the cloathing, maintenance, and education of them the said defendants during his life. and did or did not the said C, for any and how long time after his said marriage, look upon and consider the said defendants as the children of the said D, his wife, by her former husband?

2. How much did the said C deserve to be paid for the board, maintenance, cloathing, and education of the said defendants, A B, after the time of his marriage with the said D? Declare, &c.

To prove Work being done.

Do you or not know whether the said complainant A, did or did not, do and perform, or cause to be done and performed, divers quantities of carpenter's, joiner's, and other work, of or to the two messuages or tenements, and dwelling houses, situate in ———, in the pleadings of this cause more particularly mentioned and described? If yea—to what amount or value was the said work and labour so done and performed by the said complainant for the said B, and the materials used therein, according to the best of your knowledge, information and belief? Did you or not, at any time and when, survey, estimate, measure or value the said work so done and performed at the said two messuages, or either and which of them? If yea—what was the amount or value thereof, according to such estimate, survey, or valuation? Declare, &c.

About the Estate and Children of an old Freeman of Dublin.

Was or was not the said A B, deceased, the complainant's late husband at the time of his death, possessed of, or entitled unto any and what effects, annuities, stocks, or money? If yea—what did the same amount unto, as you know or believe, and in what particular annuities, stock, or funds the same now is? Did, or did not the said A B die intestate, and without having made any will or testament,

ment, or other disposition of his estates or effects in his life-time, leaving the complainant, his widow, with any and what number of children, and enseint of any and what other child. Is or is not any and what number of children now living belonging to the complainant, and who are the issue of her marriage with the said A B. Was or was not the said A B in his life-time an old freeman of the city of Dublin, as you know or believe?

About the Value of the Purchase of an Estate.

1. Was, or was not, the said A B, deceased, in his life-time, and for any and what length of time before his death, engaged in, and did he or not carry on any and what kind of business? If yea—where did he carry on the same, and did he or not, in his life-time, and when, obtain any and what lease of or become possessed of any and what leasehold premises for the purpose of carrying on his business therein. And did he or not, and when, make or cause to be made any and what erections, buildings, or other matters upon such premises for that or any other and what purpose, or in repairing or improving the same, and how much money in the whole, as you judge or believe, did he expend in so doing? Declare.

2. Are you, or not, in any and what degree acquainted with the said leasehold premises, and how long have you known the same, and of what particulars did the same consist at the time of the said A B's death, and what term or interest had he then to come therein. Of what profession or business are you, and are you or not, in any and what degree skilled in the valuation of leasehold messuages and tenements in and about the city of Dublin, and how long have you been conversant in such business. Have you or not ever and when made any and what valuation of the said leasehold premises. How much money, as you for any and what reason judge or believe, were the said leasehold premises worth to be sold in the month of ———, 17—, or at any other and what time to any common purchaser thereof who was not of the same business with the said A B, for his term or interest then to come therein. And were the same or not, and why, worth any and what greater sum of money to be sold to a person of the same business of which the said A B was, for the purpose of carrying on such business there, and whether or no was it, and why, the most advantageous

rageous to make one entire sale of the whole of the said premises, or to sell the same in any and what lots or parcels? Declare, &c.

About a Woman's Insanity.

1. Was you or not, at any time or times, and when present with the complainant and defendant, and did or did not the complainant, at any time, complain of any and what ill usage or treatment she had met with and received from any and which of her relations or friends, or any other and what person or persons, as you know, or for any and what reason believe? Declare, &c.

2. Did the said complainant at any time, and when and where, as you know, have heard and believe, express any and what dread or fear of being confined in any and what place, by any and which of her relations, friends, or other and what person or persons? Declare, &c.

3. Was the said complainant at any time and when and how long, by any and which of her relations or friends, or other and what person or persons confined in any and what house, and why and for what reason, and when and by whom was she discharged and released from such confinement. Was the said complainant in her right mind at or during the time she was so confined, or any and what part thereof, and at the time she was discharged and released, as you know, have heard and believe? Declare, &c.

4. Was or was not any attempt, at any time and when, and in what manner, made by any and what person or persons to take away the said complainant by force and violence, or otherwise and how, against her will and consent, from any and what house, and for what reason, as you know, have heard, and do believe. Was, or was not, the said complainant, at any time and when, and how often, under any apprehension, fear, or dread of being taken away and confined against her will, by any and what person or persons? Declare, &c.

5. Was or were, or was or were not, any other and what person or persons, and whom by name besides the defendant C D, at any time and when, proposed or recommended to the said complainant as a husband, and by whom, and why, and for what reason as you know, have heard, or do believe? If yea—did the said complainant refuse or decline having any correspondence or connection with such person or persons, or shew any and what inclination or desire to be in the company of the said defendant, or appear

to be well pleased and satisfied at the times when she was in his company, during the time he courted or paid his addresses to her. Did the said complainant during such time, or any and what part thereof, express and shew any and what regard for, or dislike to the said defendant, or at any time or times, and when express any and what inclination to marry the said defendant, or make any and what declaration with respect to her marriage with him, and where, or in whose presence and hearing, as you know or believe? Declare, &c.

6. Was the said complainant, or did she appear, during the time the defendant C D courted or paid his addresses to her, or any and what part thereof, to be in her right mind and senses, or out of her mind, or in any and what manner disordered in her senses or understanding. And if she was, during any part of such time, or appeared to be disordered in her mind, what was the occasion thereof, as you know, or for any and what reason believe? Declare, &c.

7. Were you present at the marriage of the said complainant with the said defendant? If yea—when, and where, and in what church, and in whose presence was such marriage solemnized. Was the said complainant, at the time of such marriage, in her sound mind and senses, or was she or did she appear to be in any and what manner disordered in her mind or understanding, and how and in what manner did she behave during the solemnization of the said marriage? Declare, &c.

Concerning a Man's Capacity and Understanding.

1. Whether or no had you, for any and how long time, and by what means, any and what opportunity of observing the conduct and behaviour of the said A B, deceased, and of knowing or forming a judgment of his capacity, with respect to his understanding. Was he, during the whole or any and what part of his life, a person of good judgment, sense or understanding, or in any and what degree deficient or weak in that respect. Was he or not, during all or any and what part of his life, foolish or reputed so to be, and in what degree. Had he or not during all or any and what part of his life, sense or understanding sufficient to enable him to form a proper and reasonable judgment of or on any matter of consequence, or which required serious consideration, and of what nature or kind. And particularly, was he or not, during all or any and what part of his life, capable of making a computation, or forming a judgment of

of the value of the estate or plantation enquired after in the second interrogatory, or any other estate, or of managing or taking care of any estate, fortune or effects, and of what nature, and to what value or amount, or of making a proper and reasonable sale or disposition thereof, or of making or entering into, or settling the terms of any agreement or contract for any such purpose, or of understanding any writing or writings being a conveyance of such his estate, or an agreement for the sale thereof. And was he or not, during all or any and what part of such time, capable of taking or reckoning, or understanding whether he had or received right change on his paying money. Was he or not, during all or any and what part of his life, addicted to drinking strong liquors to excess. And was he or not, and for what reason and on what account, in any and what degree, more or less liable or easy than persons in general to be defrauded or imposed on, with respect to his estate or property, or any part thereof? Declare, &c.

2. How and in what manner did the said A B in general, from time to time, conduct and behave himself during your knowledge of him, whether as a person of reasonable judgment and common sense or understanding, or as being in any and what degree deficient or weak in that respect. Can you or not recollect any particular acts of folly or weakness done by him? If yea—set forth some of the most remarkable of them, and when or about what times the same were respectively done. What was the general opinion and reputation of persons in the neighbourhood where he lived with respect to his capacity. How and in what manner was he in general treated by such persons, whether as having common sense, or as being an idiot, or fool, or as a person in any and what degree deficient or weak in his understanding. Can you or not recollect any particular instances of his being treated as a foolish person, or as one of a weak capacity? If yea—set forth some of the most remarkable of them, and when or about what times the same respectively happened, and whether he the said A B, and when and in what manner resented all or any and what particulars of such treatment, and how he bore the same and behaved himself on such occasions respectively. Was he or not, for any and how long time, generally or frequently called by all or any and what particular persons who knew him by any and what particular name or title, and for what reason and on what account. And was he or was he not a person liable and easy to be defrauded or imposed upon?

Had

Had he any notions of the value of his property, and what would have induced him to part with his property? Declare, &c.

3. Whether or no have you, for any and how long time, been, by any and what means, acquainted with the nature and value of plantations of estates in the said island of—. How and in what manner is the value of such estates in general settled or ascertained. Did you or not know the plantation or estate enquired after in the second interrogatory, or any and what part thereof, in or about the year ——. Of what particulars did the same then consist, and in what condition was the same in that year. How much money sterling per acre was, in or about that year, usually paid for the fee-simple of plantations or estates in that island in tolerable good condition? How much sterling money was the fee-simple of the said plantation or estate enquired after in the second interrogatory in the said year —, fairly and reasonably worth to be sold, and how do you compute the same. And how much money is the fee-simple of such plantation or estate now worth to be sold, free from any incumbrances, and how do you compute the same?

About a Man's giving Instructions for drawing his Will.

i. Was you at any time, and when, applied to by the said A B, deceased, or by any and what person or persons in particular to attend him to draw, make, or prepare, or were you present at the time of making, drawing, or preparing any and what will or wills, codicil or codicils, and for how long time was you present when any such will or wills, codicil or codicils, were drawn or prepared, as you know, or for any and what reason believe? And did the said A B, or any and what other person or persons give or deliver any and what instructions to any and what person for the making and preparing any and what wills and codicils, and were such instructions verbal or in writing. And at what time or times, and at what place or places, were such instructions, and every or any and which of them given, and who was or were present at the respective times of giving such instructions? Were, or were not, the instructions so given, read over to the said A B, and did he comprehend or understand the true meaning thereof, as you know or believe? Do you, or not, believe that the testator A B, from his great weakness and infirmities, was liable to be biased in his judgment, or imposed on in making his will, or disposing of his estate and effects? Declare, &c.

2. Look

2. Look upon the writing or writings now produced and shewn to you at this the time of your examination, purporting to be the last will and testament of the said A B. — Whether or no was such writing drawn or prepared from the instructions given or taken in your presence. And how long and at what time particularly after such instructions were taken was such will or writing purporting to be a will drawn and prepared for execution, and whether the said A B was or was not, at the time of signing thereof, of a weak state of body and mind, and upon the point of death. And do you apprehend and believe that the said testator, under his great weakness and infirmities, was in a situation to consider, weigh, and perfectly understand a will consisting of such great length, and such variety of devises and dispositions of his estate and effects? Declare, &c.

3. Whether or no had the said A B been, and for how long time before his signing, sealing, or in any manner executing the now produced writing or writings in good health, or in an infirm, weak or declining state of health. And particularly, whether he had or had not for — days, or any other and what space of time preceding the time of making the now produced writing, been under a rapid mortification of body, and totally impaired in his faculties, memory and understanding. And whether or no was he at the time of signing and sealing of the said writing, of sound mind, memory and understanding, and capable to dispose of his estate. And particularly, was he or not so weak in body, and so much exhausted by his disorder, that he was incapable of speaking deliberately or articulately, or being understood, and whether he had not at that time totally lost his faculties, memory, and understanding, and whether he was or not at the point of death. Whether or no was the said produced writing distinctly and deliberately read to him, and by whom, and who was then present. And did he or not, as you know or believe, understand and clearly comprehend the true sense, meaning and purport thereof, after such writing had been so read to him. Was, or was not the memory of the said A B sufficient to relate the true contents and substance of the said writing or will, or could he recollect or relate to whom he had therein given and devised his real and personal estate, as you know or believe? Declare.

To prove a Book of Accounts.

Look upon the book of accounts now produced and shewn to you at this the time of your examination, marked with
the

the letter (A), of whose hand-writing is such account, and who entered the same in the said book, as you know or believe? And how are you acquainted with the hand-writing of the person or persons who wrote or entered the same? Is, or is not, the same an account of the receipts, payments, and transactions of the said B, relative to the real estate which the said complainant C, became entitled to upon the death of his said father D, or to any other and what estate or estates, as you know or believe? Was you or not, at any time and when, present when the said account was produced, examined and settled? If yea—by whom, and to whom, and when and where was the same produced and by whom was the same, then examined and settled, and who was or were then present, and what passed or was said upon the occasion? Is or is not such account true and just in all or any and which of the articles or items either on the debit or credit side thereof? Is, or are, there any and what overcharges or omissions in the said account to the prejudice of the complainant, as you know, or for any and what reason believe? Was or was not any objection then made to the said account or any and which of the articles therein by the said complainant, or any and what person or persons on his behalf who was or were then present?

Whether a Farm-house and Lands were kept in Repair.

1. Do you know the messuage, farm, and lands, in the parish of —, now, or late in the occupation of the defendant C, in the pleadings in this cause mentioned? If yea, how long have you so known the same, and when and on what occasion did you first become acquainted therewith? Did you know the said messuage, farm, and lands, and the appurtenances thereto belonging, in the years — and —, or in either and which of those years? If yea—in what state, order, condition, or repair was or were the same, and all and every the buildings thereon in the said years, or either and which of them, as you know, have heard, or do believe? Declare.

2. Have you lately, and when, seen or viewed the said messuage, farm, and lands, in the preceding interrogatory mentioned, or not? If yea—when, and on what occasion and by whose order or direction? In what order, state, condition, or repair is or are the messuage and buildings thereon, and the hedges and fences thereto belonging? Is or are the same, or any and which of them, in good order, repair or condition, or in any and what manner out of order,

der, repair, or condition ? Is or are the said lands, or any and which of them, kept in proper order of husbandry, or tilled or managed in any and what improper manner, or otherwise and how, contrary to the custom of the country where the said farm lies ? Have or hath any and which of the ancient meadows or pasture lands belonging to the said farm, been at any time and when, before or since the said year ———, and by whom by name, ploughed or dug up, or in any and what manner converted into tillage ; or have or hath any and which of the lands belonging to the said farm been in any and what manner prejudiced or damaged by ill management, or otherwise, and how and by whom by name, and when and to what value, as you know, have heard, or do believe ? Declare, &c.

3. Have any and which of the timber or other and what trees growing on the said farm and lands, been at any and what time, and when and by whom by name, since the said year ———, lopped or not ? If yea—were such trees, or any and which of them lopped in a proper or improper manner, or otherwise and how ? Were the same, or any and which of them, of a proper and fit age or growth for lopping or not, or had the same, or any and which of them, been at any time and when, before been lopped, or been usually lopped or not ? Hath any and what damage, and to what value, been done to the said trees, or any and which of them, by such lopping or not, as you know, have heard, or believe ? Declare, &c.

About Partnership Books of Account.

1. Whether or no did the complainant, at any time and when, in any and what manner, get into his custody or power, any and what books, papers, or accounts, relating or belonging to the said partnership trade, or business, that had been carried on by and between the said complainant and defendant, as you know, or for any and what reason believe ? If yea——whether or no was the said defendant thereby, or by any other and what means, in any and what manner hindered, or prevented, for any time and how long, from getting in or receiving any and what debt or debts, due to the copartnership, or from selling or adjusting any and what accounts relating thereto ? Declare, &c.

2. Whether or no did the said complainant, at any time or times, and when, in any and what manner, get into his custody or power any and what utensils or tools of or belonging to the said partnership trade, business, or manufactory,

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tory, as you know or believe? And where or in whose custody, possession or power, are such utensils or tools, or any and which of them respectively, and what was or is the real and full value thereof, as you know, or for any and what reason believe? Declare, &c.

3. Whether or no did the said complainant, at any time or times, and when, in any and what manner, and of and from whom collect, get in, or receive any and what debts, and to what amount that were due or owing to him, and the said defendant, in respect or on account of the said partnership trade or business, that had been carried on between them? Declare, &c.

About Goods belonging to Copartners.

1. Were or were not the said complainant and the said C D in partnership together, or did they carry on any and what trade or business as copartners? If yea—when did such copartnership commence, and how long did the same continue, and what was the nature of such partnership business, and in what house or place was the same carried on; and did or did not the said complainant and the said C D, or either and which of them, and how long, live in such house? Declare, &c.

2. Was or was not the house wherein the said partnership was so carried on furnished at the joint expence of the complainant and the said C D, or whether the goods and furniture, or any and what part thereof, that was or were in the said house on or before the — day of —, 17—, the joint goods and effects of the said complainant and C D? And did or did not the defendant E F, on or before the said — day of —, or when first known, or was informed, or did believe, that the goods and furniture that were in the said house jointly belonged unto the said complainant and the said C D, or that the said complainant was interested in any and what proportions therein? Declare, &c.

3. Do you or not know whether the said defendant E F, removed or took, or caused any and what goods or furniture to be removed or taken, from out of the house wherein the said partnership business was carried on between the complainant and the said C D? If yea—when, or about what time or times did the said defendant remove, or cause such goods and furniture to be removed out of the said house, and carried to any other and what place or places? What orders or directions did the said E F give the porters or persons removing such goods or furniture? Did or did he

he not order or direct them to take and carry away such goods from out of the said house belonging to the said complainant and the said C D, in the night time, and to carry them different ways to any and what place or places? If yea—for what reason did he give such orders, and when or about what time were such goods removed or carried away, and what was the value of such goods and furniture. And did or did not the said defendant know or believe that the said C D had absconded, or committed any other and what act or acts of bankruptcy before the said defendant had removed, or caused the said goods and furniture to be removed from out of the said house? Declare, &c.

About a Sett-off at a Trial.

Was you at any time or times, and when present in court, at any assize or assizes, held in or for the county of— at the trial of any and what cause or causes wherein the said A B was plaintiff, and the said C D defendant? If yea, Did the said C D, at the trial of such cause or causes, give or cause to be given in evidence any and what sett-off, or any and what sum or sums of money pretended to be due to him from the said A B, on any and what account or accounts? And hath any and what sum or sums of money been paid, or caused to be paid by the said C D to the said A B, or for his use at any time or times, and when and to whom, for or upon account of the said cause or causes, or either and which of them, or how otherwise? Declare.

About the Character and Conduct of a Master of a Ship.

1. Do you know whether the defendant had or had not the command of a ship in the B— trade, in or about the month of —, in the year —, or any other and what time? If yea—what was the name of such ship, and to whom did the same belong? When, and at what time in the said year did the said ship sail from Dublin to B—, as you know, believe, or have heard? Were there or were there not any passengers on board the said ship from Dublin or elsewhere to B—? If yea—what were the names of such passengers respectively? Were any and which of them cabin passengers or steerage passengers? Declare, &c.

2. Do you or not know at what time the said ship arrived at B—? If yea—set forth the same, as also the condition such ship was in at such her arrival. Was she in good and

found condition, or leaky and out of repair, and were any and what means used to fit the said ship, and make her in good and safe condition, and by whom or by whose directions were such means used? Declare, &c.

3. Do you or not know when the said ship sailed from B— on her return to the port of Dublin? If yea—set forth the day of her sailing, to the best of your knowledge, remembrance and belief. Was or was not due diligence used by the defendant, or whom else, for obtaining a proper freight or loading, or was or was not the said defendant dilatory in procuring such loading? Was or was not the said ship fully loaded or freighted for Dublin? If not—Why and for what reason was she not so fully loaded or freighted? Declare, &c.

4. Do you or not know whether the crops of sugar were or were not, at the time the said ship was expecting her freight at B—, plentiful or scarce? Were or were not any and what number of ships then at B— waiting for freight? If yea—were all or the greater or what part of such ships fully or how, freighted home. If any of them were not fully freighted, was it owing to the scarcity of sugar, or from what other cause? Declare, &c.

5. What is the general character and estimation of the defendant as a master of a vessel? Is he or is he not, and was he or was he not, esteemed as an industrious and careful mariner, and attentive to promote the business of his employer; and was or was not the said ship esteemed to be a sound and tight vessel, and fit to be loaded with a valuable cargo, or how else was she esteemed? Declare, &c.

6. Were there or were there not, as you know, believe, or have heard, any and what goods, wares or merchandizes of any and what sort or kind, loaded on board the said ship at B—, on her voyage home, that did not or were not intended to pay freight? If yea—set forth the particulars of all such goods, wares and merchandizes, and the nature, quantities, and qualities of the same fully and at large? Declare, &c.

To prove a Man's Insanity.

1. Did you know, or were you acquainted with A B, late of —, deceased, the defendant's late brother, for any time and how long before his death, and when or about what time did he die? Was you or was not frequently at his house in his life-time both before and after the year —, and for how long time together? Was or was he not in the month of —, in an insane state of mind, or in some
and

and what degree of insanity? And was he or was he not frequently, or at any time or times, guarded, watched, or attended by any person or persons who was or were used to attend persons in an insane state of mind, and particularly by some person or persons usually employed by one D, the owner or keeper of a mad-house at ———, or some other and what place? Was or was not the said A B confined and treated as persons of insane mind are usually treated? Was he or was he not known, or generally reputed or esteemed to be a person of insane mind, or how otherwise, in or before the year ———? Did you never hear of any act or acts of madness or insanity committed by him? Declare, &c.

2. Was or was not the said A B, in the year ———, and at the time of his death a married man? If yea—how long before the said year ——— was he married, and what relations had he then living? Did or did not the complainant, and also her mother, or some and what other relations of hers in and before the month of ———, in the year ———, live or reside with the said A B? If yea—how long before the said month of ——— had the said complainant so lived and resided with him? Had she or had she not obtained an absolute, or great, or some and what degree of power or influence over him? Did she or not treat him as a person over whom she had such power or influence, or entirely, or to some and what degree manage, order, or direct him or his affairs? Did she or did she not usually or commonly exercise any and what authority, power or control over him. Could she or not, by such her influence or power, or by any other and what means, prevail upon him to execute any deed or writing, or do any act she thought fit, and in what manner did she behave to him in general, with respect to submission or government of him? Have you or not seen the said complainant treat him, and upon what occasion, and in what instances, as a person would treat a child, or a mistress her child or servant, or the contrary? Declare, &c.

3. Who prepared the writing or instrument in the complainant's bill alledged to be, and by her set up as the last will and testament of the said A B, dated, &c. By whom and to whom were the orders, directions, or instructions for drawing or preparing such writing or instrument given, and when and where, and upon what occasion, and in whose presence were such instructions so given? Were they verbal or in writing, or were they ever, and when, and by whom

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whom, reduced into writing? If yea—what is become of such instructions, and where and in whose custody did you last see the same, and what is the purport or contents thereof? Does or does not the said writing of the ——— day of ——— agree with or exactly pursue such instructions, or is the said writing or instrument in any and what respect different therefrom, and by whose order or direction, or for what reason was such writing or instrument drawn, prepared, or made different from such instructions. Had the said A B any and what draft of the said writing or instrument sent and delivered to him at any time and how long before the said ——— day of ———? And did he make any and what alteration in such draft, or in any and what manner signify his approbation thereof, and was the ingrossment taken and copied from such draft, or how otherwise, and who ingrossed the same? Declare, &c.

4. In what house, and in what room of such house, and on what day and hour of the day was the writing or instrument in the preceding interrogatories mentioned or referred to, executed? Who by name was or were present in the room at the time the same was executed? Was the said A B perfectly sober, or in any and what manner or degree intoxicated with liquor at the time of the execution thereof? Was he or not then of sound mind, memory, or understanding, and capable of knowing what he did; and was he or not in some and what degree impaired in his mind, memory, and understanding? Was he then well or ill in health, or up or in bed? Was such writing or instrument read over by him, or truly read to him by any person, and whom, before the execution thereof? Declare, &c.

Concerning Members of a Friendly Society or Club.

1. Look upon the articles now produced and shewn to you, marked with the letter (A) whether or no are they the same articles, rules, and orders by which the members of the said friendly society agree to meet together, and to observe and keep, and under which the said society was regulated and conducted, and whether the same was not signed by the said members, or any and which of them, or not? Declare, &c.

2. Did you at any time, and when become a member of the society or club in the pleadings in this cause mentioned, called or known by the name of the friendly society? If yea—are you or are you not, at this the time of your examination, a member of such society? If not—when or about

about what time, and why and for what reason, or from what motive or inducement did you cease or discontinue to be such member? Are you or not at this the time of your examination in any and what manner interested in the affairs or concerns of the said society? Declare, &c.

3. Whether or no did you know, or was you acquainted with the late defendant C D in his life-time? If yea—how long was you so acquainted with him next before his death, and when or about what time did he die? Was or was not the said C D a member of the said society from and to any and what time in particular; and did he or did he not, during the time he so continued a member, frequently or how often attend at the meetings of the said society or club, or any and which of them, and was you present at any of such meetings when he so attended? If yea—how and in what manner did the said C D conduct or behave himself at such meetings, and did he or not, at the times he so attended, or at any and which of them, misbehave or conduct himself contrary to, or in breach or defiance of the rules or orders of the said society, or any and which of them? If yea—in what manner, and in what instances did he the said C D act or conduct himself contrary to the rules and orders of such society; and was or was he not at several of such meetings admonished or reprov'd, and by whom by name, for his ill conduct or behaviour thereat, or for his non-observance of or offending against the then general rules and orders of the said society, or some of them? And was or was not the said C D at any such meetings of the said society, ordered and directed by the majority of the members thereof, or by any and which of them then and there met and assembled to be fined, or to pay any and what sum of money as a fine, or how otherwise, to or for the use of the said society, for his ill conduct or behaviour, or his non-observance and breach of the then orders of the said society, or some and which of them, or for any other and what reason? Did or did not the said C D pay, or refuse to pay such fine or fines, or to comply with or conform himself to the rules and orders of the said society? And was or was he not expelled, or ordered to be expelled, or struck off from being or continuing any longer a member thereof, by the majority of the members of the said society? If yea—when, where, by whom, and for what offences or misbehaviour was he so expelled, and did he or not discontinue to be a member of such society from the time of such his expulsion? Declare, &c.

About

About a Leasehold Estate sold by Auction.

Was you at any time, and when and by whom employed as a broker and auctioneer, or how otherwise, to advertise in any and which of the daily papers the sale of the lease and good-will of ——— coffee-house, on the premises in ——— street, Dublin, on any and what certain day and hour? And did you advertise the same accordingly in any and what public news-paper? Was or was not the indenture of lease of the said house at any time, and when and by whom delivered into your hands, and for what purpose? What were the conditions of such sale? Is or is not the paper writing now produced and shewn to you at this the time of your examination, marked with the letter A, one of those printed conditions of sale by which the said premises were sold? Was or was not the said lease and good-will of the said premises, in pursuance of such advertisement and printed condition of sale, or how otherwise, and when put up to be sold by public auction on the premises, on any and what day and hour? Who was or were present at such sale, and who was the best bidder for such lease, and at or for what price or sum was the same knocked down to be sold? Did you receive any and what sum of money, and when and from whom, as a deposit, and in part of the consideration money for the purchase of the said premises? Declare, &c.

(Then prove the Receipt for the Deposit.)

About a Copartnership in Trade between Father and Son.

1. Did you know E F, deceased, in the pleadings in this cause named, late father of the defendant C D, for any time and how long before his death? What trade did he carry on at his death, and how long before his death, and where did he carry on the same? Did or did not the said defendant C D serve an apprenticeship with his said late father? If yea—when or about what time did such apprenticeship expire? And did the said defendant live with his said father in any and what capacity for any time, and how long, after the expiration of such apprenticeship? And upon what terms, and at what salary, or how otherwise? Declare, &c.

2. Did you at any time, and when, receive from the said E F any and what instructions for the drawing or preparing articles of partnership between him and his said son C D? If yea—did you prepare any draft of such articles accordingly

ingly or not, and what became thereof? Were such articles ever engrossed or executed or not? If not—for what reason were the same omitted or delayed to be executed? What were the terms or conditions of such partnership? At what respective times was the same to commence and expire? By whom and in what shares was the capital stock belonging to the said partnership, brought in or advanced, and what share was the said defendant to have of the profits thereof? Declare, &c.

3. Do you, by any and what means, know of any and what information or intimation having been at any time, and when, given by the said E F to any and what person or persons of whom he bought goods, or with whom he had any and what trade or dealings, that his son, the said defendant, had entered or was taken into partnership with him? If yea—when, or about what time, and for what purpose was such information or intimation given?

4. Were the said defendant and his said late father generally known, understood, or reputed to be in any and what manner concerned together in any and what trade for any time, and how long, before the death of the said E F? And whether or no was the said defendant, for any time, and how long before his said father's death, considered by the persons who dealt with or sold goods to the said trade, as liable or answerable to them in any and what respect, and for what reason, for the price or value thereof, or made debtor for the same, in any and what manner in their books; and was the same or not known to the plaintiffs, or any and which of them, as you know, or for any and what reason believe? Declare, &c.

5. In whose name or names were the bills of parcels of goods, sold in the trade, carried on by the said E F, deceased, or in which he was concerned, made out for the last ten years before his death, and in whose name or names were the receipts given for money paid to, or on account of the said trade, given during the said ten years immediately before the death of the said E F? Were or were not the bills of parcels and receipts made out and given in that manner with the knowledge, privity, or consent of the said E F, as you know, or for any and what reason believe? Declare, &c.

6. Who was or were made debtor or debtors by you, or any other and what merchants, traders, or workmen, who sold goods, or did work to and for the said E F, in the way of his trade, during the ten years immediately preceding his

his death, and what was the stile or firm of his house or trade, as you know, or for any and what reason believe? Declare, &c.

7. In whose name or names were the notes given for money, due to the trade in which the said E. F. was concerned, taken and made out for the last ten years before his death, as you know or believe? Were the same made out in that manner with his knowledge, privity, or consent, or not? Declare, &c.

Readings and Observations on the Examination of Witnesses.

By the Examiner.

WHEN the parties are at issue, they shall proceed to the examination of witnesses. *Vide Rules and Orders of Chancery 103.*

But no examination can be, before answer. *Vide Practical Register in Chancery 161.*

Each party may examine his witnesses before an examiner of the court if he pleases. *Ibid.*

And ought to examine them before him, if they live within ten miles of London, unless a commission be allowed for special cause upon motion and affidavit. *Ord. per Cla. Vide Rules and Orders of Chancery 109.*

And all depositions taken by commission, without special order, within London or ten miles of it, shall be superseded *ipso facto*, and not be admitted as evidence at the hearing of the cause, and he who procured them shall be punished. *Ord. per Cla. Rules and Orders of Chancery 109. Vide Practical Register in Chancery 85.*

The witnesses shall be examined by the examiner himself, and not by his clerks. *Ord. per Cla. Rules and Orders of Chancery 105. Vide Practical Register in Chancery 159,*

And shall be shewn to the adverse party, or his clerk, before they are produced to the examiner. *Ord. per Cla. Rules and Orders of Chancery 103. Vide Practical Register in Chancery 163.*

And

And after answer, but before the rule for passing publication is served, a note in writing of the name, title, and dwelling of the witnesses examined shall be delivered to the adverse party, or his clerk, and the examiner ought to see that such notice is given. *Ibid.*

The examiner shall not discover any interrogatory before publication. *Vide Practical Register in Chancery* 158.

And shall have no person in his office, who does not take an oath, that he will not directly or indirectly discover, or give a copy of any interrogatory delivered to him, or in his office, before publication. *Ord. per Cla. Rules and Orders of Chancery* 106. *Vide Practical Register in Chancery* 159.

By Commission.

If the witnesses live above ten miles out of London, or within, upon special cause, the parties may take out a commission to examine them. *Vide Rules and Orders of Chancery* 109. *Vide Practical Register in Chancery* 85.

If the parties join in commission, one of them shall give the names of four commissioners, and the other of four others; and two of each side shall be refused by the other party. *Vide Practical Register in Chancery* 84.

If the defendant submits to answer upon interrogatories, or for a contempt, which ought to be, by rule, within four days, or shall stand committed, yet if he be in the country, a commission shall be allowed him. *1 Ver.* 187.

The Commissioners shall not be of kin to either party. *Vide Practical Register in Chancery* 84.

Nor master, lessor, or partner. *Ibid.*

Nor counsel, attorney, or solicitor in the cause. *Ibid.*

[If a commissioner is plaintiff's solicitor, the depositions shall be suppressed, and the solicitor pay all costs. *Fricker v. Moore, M.* 1730. *Bunb.* 289.]

Nor a creditor, or concerned in a suit with either party. *Vide Practical Register in Chancery* 84.

And by order 9th Feb. 8th Geo. commissioners and their clerks shall be sworn to act impartially, and not disclose the contents of the depositions 'till publication. *Vide Rules and Orders of Chancery* 207, 8, 9.

But they may take a reward; and an *Assumpsit* lies for non-payment; for they are named by the party. *R.* 1 *Sal.* 330.

The plaintiff, in the first place, shall have the carriage of the commission. *Vide Practical Register in Chancery* 83.

And he who has it, shall give 14 days notice to the other side, in person or by note in writing, of the time and place of the execution. *Vide Practical Register in Chancery* 86.

[If there are four commissioners of a side, plaintiff may give notice of execution to any two of defendant's commissioners. *Anon. P. 1748. 3 Atkyns* 633.]

But if by the default of him or his commissioners, it be not executed at the said time and place, he shall pay all costs, which appear to have been expended by the other side upon affidavit, in fees, entertainment of the commissioners, witnesses, &c. shall take out another commission at his own charge, and suffer the other side to have the carriage of it. *Ord. per Cla. Vide Rules and Orders of Chancery* 108. *Vide Practical Register in Chancery* 86, 88.—So in the *Exchequer. Vide Rules and Orders in Exchequer* 9 Rule 22.

Otherwise, if by the default of the clerk; so then it shall be renewed at the equal charge, or at the charge of him, who procured the non-execution. *Vide Practical Register in Chancery* 88.

In the *Exchequer* upon a commission renewed, the other party may join and cross-examine the witnesses if he pleases. *Rules and Orders in Exchequer* 9. Rule 22.

But if he examines his own witnesses, he shall pay half the charge. *Rules and Orders in Exchequer* 10. Rule 22.

So the other party may have a duplicate of the commission, and if he who takes out the commission does not give eight days notice of the execution, before the return, the other may execute the duplicate upon four days notice, and no second commission shall be awarded without motion. *Ibid.*

If, after an order that notice be given to one defendant, notice be given to another, who has but a small interest in the cause; another commission shall be awarded, and carried by that defendant to whom the notice ought to have been given.

If a commission be renewed upon the default of the defendant, or his commissioners, or because he has not examined all his witnesses, he shall examine all his witnesses before the return of that commission, either upon the commission, or in court, at his peril; and no other commission shall issue, but for the examination of witnesses beyond the sea, or by order of the court. *Rules and Orders in Exchequer* 10. Rule 23.

In Chancery no commission shall be granted after publication, without order. *Vide Practical Register in Chan.* 89.

So in the Exchequer there shall be no commission for the examination of witnesses in London, or within ten miles of London, without order upon an affidavit, that the witnesses are unable to come, or other cause. *Rules and Orders in Exchequer* 10. *Rule* 24.

And if such commission be without order, it shall be suppressed *ipso facto*, and the depositions thereupon shall not be read at the hearing of the cause. *Ibid.*

[The Exchequer may issue a commission to examine witnesses abroad to make use of the depositions at the trial of the cause. *Jenkins v. Larwood*, P. 1717. in Sc' B.]

[The court will not grant a commission to examine, to be made use of in trial at law, before issue is joined here. *Lowther v. Whorwood*, M. 1722. *Bunb.* 120.

In Chancery, if the commissioners have authority by their commission, they ought to summon the witnesses before them. *Vide Practical Register in Chancery* 89.

If they have not authority, the witnesses ought to be served with a *subpœna ad Testificand.* *Ibid.*

The commissioners ought to demean themselves well in the examination of witnesses; for upon an affidavit of misbehaviour, an attachment lies against them.

If they are obstructed, they ought to certify the obstruction. *Vide Practical Register in Chancery* 92.

If they cannot agree, an examiner shall be sent to them. *Vide Practical Register in Chancery* 93.

If the commission be obtained by a *feme sole*, who marries before the execution, yet they may proceed.

The commissioners may adjourn to another place, or time, if the witnesses are infirm, &c. *Ca. Ch.* 282.

After examination of the witnesses, the commissioners ought to annex the depositions with the interrogatories to the commission, and return it. *Vide Practical Register in Chancery* 92.

And the commission executed shall be delivered to a master of the court by a commissioner himself. *Ibid.*

Or by one, who shall make oath, that he received it from one of the commissioners, and does not know of any alteration. *Vide Practical Register in Chancery* 92, 79.

A commission shall not be quashed upon petition, but only after a reference and certificate. *Vide Practical Register in Chancery* 86.

A commission in the Exchequer ought to be executed the next vacation, where the plaintiff replies after the cause is set

set down upon bill and answer. *Vide Rules and Orders in Exchequer* 8. Rule 19,

[If a commission in England is taken out in the vacation, returnable without delay, it does not expire the first day of next term, but may be continued in execution to the last day of it. *Barnsley v. Powell*, M. 1747. 3 *Atkyns* 593.

Commission ex Parte.

If the defendant does not join, or refuses to name commissioners, the plaintiff may have a commission *ex parte*, and shall name six commissioners, two of whom shall be left out by the court. *Vide Practical Reg. in Chancery* 85.

Or, if he who carries the commission, does not give sufficient notice of the execution, the other may have a commission *ex parte*.

Or, if the plaintiff refuses to join, the defendant may have a commission *ex parte*. *Vide Practical Register in Chancery* 82, 83.

Or, if the plaintiff examines his witnesses before an examiner of the court.

He who takes out a commission *ex parte*, need not give notice to the other of the execution. *Vide Practical Register in Chancery* 85.

So, in the Exchequer, if there be a commission in an information, in the nature of an inquisition, to entitle the king it shall be taken out *ex parte*, and the defendant shall not join in commission. *Sav.* 4.

Otherwise, where the commission is after plea and issue joined, for then the defendant shall join; because then it is to prove the title of the king. *Sav.* 4.

New Commission.

If the defendant serves his witnesses, and they do not appear, he shall have a new commission by consent, or by order of court. *Vide Practical Register in Chancery* 90.

But if he does not examine any witness, nor puts in his interrogatories, he shall not have it without order upon motion, and affidavit, and costs paid. *Vide Practical Register in Chancery* 88.

And he shall bear all the charge of it in court and in the country; except where the other also examines more witnesses;

witnesses ; for then it shall be at equal charge. *Ord. per Cla. Vide Rules and Orders of Chancery 101. Vide Practical Register in Chancery 87, 88.*

And he shall bear the charge, tho' the other side cross-examines his witnesses. *Ord. per Cla. Vide Rules and Orders of Chancery 108. Vide Practical Register in Chancery 87, 8.*

And the charge shall be ascertained, by the affidavit of him who expended it. *Ord. per Cla. Vide Rules and Orders in Chancery 108. Vide Practical Register in Chancery 88.*

If he examines a witness, he shall not have a new commission to re-examine him, though the witness makes affidavit that he was surprised. *Ca. Ch. 25.*

But in such case, he may have an order, that the witness be examined, upon the hearing of the cause.

So, if any party does not examine all his witnesses, there may be a new commission.

Or, if the first commission be quashed.

Or, if by the default of him who had the commission, or of his commissioners it was not executed. *Vide Rules and Orders of Chancery 109.*

But where commissioners on one side do not attend ; in order to have a new commission, the affidavit must state that the party or his agents, have not seen the depositions on the other side. *2 Brown Ch. Rep. 1.*

He, who has a new commission must examine all his witnesses upon it before the return. *Ord. per Cla. Vide Rules and Orders of Chancery 109.*

Or before the end of the term, in which it is returnable in court. *Ibid.*

But he may examine them after the return, upon a special order.

As to new commission in the Exchequer. *Vide Commission.*

To obtain a commission to examine witnesses abroad, there must be an affidavit that the matter arose there, or sufficient to shew it, read out of the answer. *2 Brown Ch. Rep. 273.*

Interrogatories.

Interrogatories ought to be prepared before the examination of the witnesses. *Vide Practical Register in Chan. 220.*

Which being engrossed shall be delivered to the examiner. *Ibid.*

And shall be sent with the commission to the commissioners. *Ibid.*

And

And one party shall not know the contents of the interrogatories of the other.

In the Exchequer after interrogatories exhibited by either party, there shall be no addition, or alteration, without leave of the court. *Vide Rules and Orders in Exchequer 11. Rule 24.*

Interrogatories in Chancery must be short, material, and apt. *Vide Rules and Orders of Chancery 103. Vide Practical Register in Chancery 220.*

And only to points necessary. *Ord. per Cla. Ibid.*

And by order 29th April, 3 Jac. 2. they shall be perused and signed by counsel, or otherwise suppressed. *Vide Rules and Orders of Chancery 173. Vide Practical Register in Chancery 220.*

But a witness cannot demur to an interrogatory if it be not material. *1 Ver. 165.*

When the witnesses are examined in court upon a schedule of interrogatories, no other interrogatories can afterwards be added for the same witnesses. *Ord. per Cla. Vide Rules and Orders of Chancery 103. Vide Practical Register in Chancery 221.*

So when the party hath had a commissioner present upon the first examination, he shall not examine upon new interrogatories, by another commission, as to the merits of the cause. *Ca. Ch. 274.*

But as to an alteration of exhibits made at the first examination. he may. *Ibid.*

So if witnesses are examined by the examiner, each party may afterwards exhibit one or more interrogatories, or a new set of interrogatories, for the examination of the same or other witnesses, by reason of the credit of the examiner, who is a sworn officer. *Pr. Cha. 386.*

The Manner of Examination.

The examiner or the commissioners, ought to examine the witnesses to the interrogatories *seriatim*. *Ord. per Cla. Rules and Orders of Chancery 105. Vide Practical Register in Chancery 90, 164.*

And not permit them to read, or hear, more interrogatories, before they have answered the first. *Ibid.*

Nor permit them to depart before their answer is finished to any interrogatory. *Ibid.*

Nor permit them to write their depositions, upon seeing all the interrogatories. *Ibid.*

And

And if a witness will not conform, they shall not proceed further in the examination, without notice given to the other party, and his consent, or an order of court. *Ord. per Cla. Rules and Orders of Chancery* 105. *Vide Practical Register in Chancery* 165.

They ought to hold the witness to the question interrogated, without writing vain repetitions, or impertinent circumstances. *Ord. per Cla. Rules and Orders of Chancery* 105. *Vide Practical Register in Chancery* 90, 159.

To an interrogatory, of which the witness does not know any thing, the examiner shall write nothing but, *to this interrogatory this examinant doth not depose*; and if he does for the lengthening of the depositions, he shall recompence the party grieved as the court shall assess. *Ord. per Cla. Rules and Orders of Chan.* 106. *Vide Practical Reg. in Chan.* 165.

If a commissioner to take examinations be a witness, he ought to be examined, before he has heard any other examination. *2 Ca. Ch.* 79. *Vide Practical Register in Chancery* 91.

If an examination be irregular, the deposition shall be suppressed; as if a witness be three times examined to the same matter. *2 Ca. Ch.* 79.—Tho' he spoke uncertainly at the first. *2 Ca. Ch.* 217.

So, if a commissioner, &c. be examined in court, or elsewhere, after hearing the other examinations. *2 Ca. Ch.* 79.

[The spiritual court may be obliged to deliver out a will of land, on security. *Morse v. Roach*, *H. 7 G. 2. Str.* 961.

[If all the devisees consent, but otherwise not, the court will order the will to be delivered (on security) to be carried abroad, to be proved under a commission by a witness always residing there. *Frederick v. Aynscombe*, *M.* 1738. *1 Atkyns* 627.

[Lord Macclesfield ordered a will to be delivered by the prerogative office to the register office in Symond's inn, there to lie till the court of Chancery had done with it. *Ibid.*]

What Witnesses shall be examined.

The party himself, or his wife, his counsel, attorney, or solicitor shall not be examined, unless upon special cause. *Vide Practical Register in Chancery* 360, 361, 364, 365.

[Tho'

[Tho' an attorney or counsel may demur to being examined, yet he may consent, and the court will hear his deposition. *Maddox v. Maddox*, *M.* 1747. 1 *Vezey* 61.]

[Where a party examines his own attorney or clerk in court, the other side may cross-examine him relative to the same matter, but not as to other points. *Vaillant v. Dode-mead*, *H.* 1742. 2 *Atkyns* 524.]

[A clerk in court or solicitor may be examined, touching transactions antecedent to the commencement of the suit, and the knowledge whereof could not come to him as such. *Ibid.*]

[No person is privileged from being examined, except of the profession, as counsel, attorney, or solicitor; not an agent, for he may be only a steward or servant. *Ibid.*]

[A clerk in court may be examined to prove a deed, for a conveyancer may be examined. *Ibid.*]

[A demurrer by a witness, for that he knows nothing but what came to his knowledge as clerk in court, or agent for defendant in relation to the matters in question in the cause, is not good; for it ought to conclude, that he knew nothing but by the information of his client. *Ibid.*]

Nor a guardian against an infant. *Vide Practical Register in Chancery* 361.

Nor a plaintiff for another plaintiff, tho' he be but a trustee; but the bill shall first be dismissed as to him. 1 *Ver.* 230.

And if an order be obtained by surprize for the examination of any such, it shall be disallowed. 2 *Ca. Ch.* 80.

If a witness demurs to an interrogatory, because he has an interest, he ought to swear, what interest. 2 *Ca. Ch.* 208.

[The owner of lands in a parish, in the hands of a tenant, may be a witness in a suit for tithes in that parish. *Ayde v. Flower*, *T.* 1716. *in sc. Buxb.* 7.]

[Inhabitant of a parish where a modus is insisted on, is *prima facie*, a bad witness; if he occupies no titheable land, he must shew it. *Watson v. Lindfel*, *in sc. P.* 1719. *Bunb.* 40.]

A witness shall not be examined to impeach the testimony of another witness, without a special order of court, which is not frequently granted. *Ord. per Cla.* *Vide Rules and Orders of Chancery* 105. *Vide Practical Register in Chancery* 165.

And then exceptions to the witness impeached shall be filed with the examiner gratis, and notice, with a copy of the exceptions, delivered gratis to the adverse party, or his clerk. *Ord. per Cla.* *Rules and Orders of Chancery* 105. *Vide Practical Register in Chancery* 165.

[There

[There may be an order to examine to the credit of a witness even before publication. *Bonning v. Sprott*, in *sc. T.* 1719. *Bunb.* 46.]

[Articles may be exhibited to examine to the credit of a witness, but they should be supported by affidavit. *Et per Hardwicke C.* tho' at law you can examine only to the general credit, yet in equity it is otherwise, and you may examine to a particular charge. *Sed Q. Gill v. Watson*, *T.* 1747. 3 *Atkyns* 522.]

[After publication, the court will not allow articles to be exhibited against the competency of a witness. *Callaghan v. Rochfort*, *P.* 1748. 3 *Atkyns* 643.]

[But if the objection to competency comes to the knowledge of the party after examination, the court will allow an examination to it after publication, on motion. *Ibid.*]

[After publication, the court will grant commission to examine in support of articles against the credit of a witness; but if it is abroad or in Ireland, there must be an affidavit that no person in England can swear as to the witnesses' credit. *Ibid.*]

[After the cause set down, the court will sometimes give leave to exhibit interrogatories to the credit of a witness, to prove exhibits, and cross-examine witnesses already examined. *Barnsley v. Powell*, *M.* 1747. 3 *Atkyns* 593.]

[After the cause in paper the court will not give leave to exhibit interrogatories, and a commission to examine to the credit of a witness. *Gill v. Watson*, *T.* 1747. 3 *Atkyns* 522.]

If a defendant has no interest, or disclaims, or is only a trustee, by order he may be examined as a witness. 2 *Ca. Ch.* 214.

[An administrator *durante minori etate*, after administration determined, is in general a competent witness; but if by his answer he has submitted to pay, and so made himself liable, he is not competent. *Fotherby v. Pate*, *H.* 1747. 3 *Atkyns* 603.]

So, a commissioner himself, if he is examined before any other witness. 1 *Ver.* 369.

So, a defendant being only a trustee, if he disclaims all interest. 1 *Vern.* 230.

A witness upon deliberation may amend his deposition. *Vide Practical Register in Chancery* 90, 91.

[Witness examined on the first commission, cannot be examined on the second without leave. *Per Price B. Dudds v. Billings*, in *sc. T.* 1718. *Bunb.* 24.]

No witness need submit to an examination till his expenses are discharged.

And if he is sick, the commissioners ought to go to his habitation.

Depositions.

The depositions ought to be written in one or more rolls of parchment, each of them to be subscribed by the commissioners. *Vide Practical Register in Chancery* 92.

And the examiner shall enter the name of the witness, his age, and dwelling, and the name of him who gave notice of the name, and dwelling of the witness, and to whom such notice was given, and the time when. *Ord. per Cla. Vide Rules and Orders of Chancery* 103. *Vide Practical Register in Chancery* 163.

If the clerk deliver an abstract of a deposition, or interrogatory, to any one before publication, he shall be expelled the office; and if his clerk does so, the examiner shall answer to the court for the misdemeanor, and to the party for costs and damages, and every person concerned shall be punished as the court shall think proper. *Ord. per Cla. Rules and Orders of Chancery* 106. *Vide Practical Register in Chancery* 159, 160.

Depositions obtained by mal-practice shall be suppressed, by order of the court. *Vide Practical Register in Chan.* 137.

So, if they are falsely written; and the witnesses shall be examined *de novo*. *Vide Practical Register in Chancery* 138.

So, if the same witness be examined three times to the same thing. *2 Ca. Ch.* 79.

But they shall not be suppressed upon a petition, nor upon motion, without a certificate of a six-clerk; for a rule shall be entered with the register of course, to attend a six-clerk not concerned in the cause; and if the attornies do not agree before him, he shall certify the fact, with his opinion, to the court. *Ord. per Cla. Rules and Orders of Chancery* 110. *Vide Practical Register in Chancery* 138.

[If witnesses are examined on a commission abroad, after the death of plaintiff, neither commissioners nor witnesses knowing it, the depositions shall not be suppressed. *Thompson's case, T. 1733, P. W.* 195.]

[Depositions and interrogatories may be referred for scandal and impertinence, and if found so, the court will order

it to be expunged. *Cocks v. Worthington*, M. 1741. 2 *Atkyns* 235 & 236.]

[But whether for impertinence alone, *dub.* *Pyncent v. Pyncent*, T. 1747, 3 *Atkyns* 557.]

Publication.

AFTER the plaintiff and defendant have examined all their witnesses, if the examination was by an examiner, two rules are given by each of them, to shew cause, why publication should not pass. *Ord. per Cla. Rules and Orders of Chancery* 107. *Vide Practical Register in Chancery* 297.

If the examination was by commission, one rule is sufficient. *Ord. per Cla. Rules and Orders of Chancery* 107. *Vide Practical Register in Chancery* 297.

And the time contained in the rule shall be a week. *Vide Practical Register in Chancery* 297. A week after the return of the commission, or examination, in the Exchequer. *Rules and Orders in Exchequer* 11. *Rule* 25.

If no cause be shewn to the contrary, nor a new commission granted, publication shall be allowed. *Ord. per Cla. Vide Rules and Orders of Chancery* 107. *Vide Practical Register in Chancery* 297.

[If a cross-bill is filed before answer put in to the original bill, the court will stay proceedings till the answer is put in to the cross-bill; if it is filed after answer, the court will only stay publication. *Ramkiffenseat v. Barker*, M. 1739. 1 *Atkyns* 19.]

[The court in such case will enlarge publication in the original cause to a fortnight after the answer to the cross-bill is come in. *Creswick v. Creswick*, M. 1738. 1 *Atkyns* 291.]

[If original bill has been proceeded in, publication on the cross-bill shall not be enlarged but on special motion. *Aylet v. Easy*, T. 1751. 2 *Vezey* 336.]

[After

[After publication passed, and depositions delivered to be copied, publication can never be enlarged (in the Exchequer.) *Orlebar v. Snead, M. 1733. Bunb. 330.*]

[The exhibits proved in a cause cannot be inspected before hearing. *Davers v. Davers, P. 13 G. Str. 764.*]

In the Exchequer, if there be not a week in term when the rule is given, there shall be a day to shew cause at the sittings. *Rules and Orders in Exchequer 11. Rule 25.*

In Chancery, after publication allowed, more witnesses shall not be examined, without order of court, upon an affidavit, that the party is not privy to the examination of any other witness before examined, and of a sufficient cause why such witness could not have been examined before. *Vide Practical Register in Chancery 161, 2.*

Or, that such sufficient cause be certified, by the commissioners. *Vide Practical Register in Chancery 162.*

And there shall be a proviso in the order that the party shall not see the former examination in the mean time. *Ibid.*

[The court will sometimes grant a new commission after publication is passed, and the cause set down, if the former commission was closed long before its expiration, and without the knowledge of one of the parties. *Barnsley v. Powell, M. 1747. 3 Atkyns 593.*]

After publication, a new witness shall not be examined though he was sworn before. *Vide Rules and Orders of Chancery 104. Vide Practical Register in Chancery 164.*

But an examination after publication, is in the discretion of the court, who ordered it after publication, and hearing of the cause and a trial at law directed, where the witness was of the age of eighty years, and could not come to the trial, and a freehold given to charitable uses, which is not properly triable at law, was concerned. *Ca. Ch. 229.*

And if the court allows an examination after publication, upon the usual affidavit, the other party may examine other witnesses, and also cross-examine those produced by the adverse party. *1 Ver. 253.*

[If on the hearing defendant is ordered to be examined on interrogatories touching a deed supposed to be in his custody, which on examination he denies, there shall no commission be granted to examine witnesses (publication being passed) tho' the master certifies that he thinks it reasonable. *Smith v. Turner, H. 1735. 3 P. W. 413.*]

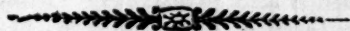
After publication a witness before examined shall not be admitted to explain his deposition. *1 Ver, 125.*

After

After publication, the party may have his depositions exemplified. *Vide Practical Register in Chancery* 141.

But the master shall not sign any exemplification, till the original be produced before him. *Ord. per Cla. Rules and Orders in Chancery* 118. *Vide Practical Register in Chancery* 138, 9.

[If a bill sets forth, that there was heretofore a bill preferred by another against the present defendant's father, who answered, and depositions taken, and refers thereto. This suit abated by death before hearing; these depositions shall not now be published to be used in the present cause, tho' on the defendant's motion, notwithstanding plaintiff's setting forth in his bill. *Johns v. Stafford, in Sc. M. 1719, Bunb. 50.*]



D E C R E E S.

Exemplification of a Decree.

GEORGE the third, by the grace of God, of Great Britain, France and Ireland, king defender of the faith, and so forth, to H. D. L. D. J. H. and C. K. esquires, M. O. widow, S. T. esquire, and H. his wife, greeting, WHEREAS a certain final judgment or decree hath been lately made and pronounced in the high court of Chancery in Ireland, in the words following, to wit, WHEREAS the complainant J. O. esquire, assignee of G. M. esquire, who was assignee of C. H. esquire, executor of the right honorable C. H. deceased, on or about the seventh day of May, in the nineteenth year of the reign of our sovereign lord George the third, by the grace of God, of Great Britain, France and Ireland, king, defender of the faith, and so forth, and in the year of our Lord, one thousand seven hundred and seventy nine, exhibited his bill of complaint in his majesty's high and honorable court of Chancery in Ireland, thereby setting forth, that H. D. and L. D. or one of them, being seized in fee simple of the towns and lands following, that is to say, the towns and lands of A. B. and C. being sub-denominations of the town and lands of A. and one undivided moiety of the town and lands of C. in the county of Tyrone, and having occasion for the sum of one thousand five hundred pounds, applied to the right honorable C. H. lately deceased, to lend the same, and proposed to mortgage the said towns, lands and premises to secure the repayment thereof, which the said C. H. agreed to do, they the said H. D. and L. D. by deeds of lease and release, bearing date respectively the twenty fifth and twenty sixth days of July, in the year of our Lord, one thousand seven hundred and seventy four, made between the said H. D. by the name and description of H. D. of the city of Dublin, esquire, and L. D. of the said city, esquire,

only

only son and heir apparent of the said H. D. of the one part, and the said C. H. by the name and description of the right honorable C. H. of the city of Dublin, one of his majesty's most honorable privy council in the kingdom of Ireland, of the other part, in consideration of the sum of one thousand five hundred pounds sterling, to them in hand paid at or immediately before the enfealing and delivery of the said release, which sum of one thousand five hundred pounds was really and truly paid by the said C. H. since dead, to them the said H. D. and L. D. ; that the said H. D. and L. D. therefore by the said deeds granted, bargained, sold, released and confirmed unto the said C. H. **ALL THAT AND THOSE**, the towns, lands, tenements and hereditaments following, to wit, the towns and lands of A. and also the lands of B. and C. being sub-denominations of the said town and lands of A. and one undivided moiety of the town and lands of C. situate in the barony of S. and county of Tyrone, together with all castles, houses, edifices, buildings, appendances and appurtenances to the said premises belonging, and all the rents and profits thereof, and all the estate, right, title and interest of the said H. D. and L. D. and their heirs, in and to the same ; **TO HAVE AND TO HOLD** all and singular the said premises, with their appurtenances, to the said C. H. his heirs and assigns for ever, with a proviso, that if they or either of them should pay unto the said C. H. his executors, administrators or assigns, on or before the twenty fifth day of July then next, the said sum of one thousand five hundred pounds sterling, with the interest thereof, at the rate of six per centum, per annum, that then not only the said release, but also one bond or obligation, bearing equal date therewith, of the penalty of three thousand pounds, conditioned for the payment of the said sum of one thousand five hundred pounds sterling and interest, together with a warrant of attorney for confessing judgment thereon, should cease and be void ; that the said H. D. and L. D. covenanted by the said deed, that if the said sum of one thousand five hundred pounds, with the interest thereof, should not be paid at the time appointed for the payment thereof, and that if the said C. H. his heirs, executors, administrators or assigns, should sue for the recovery thereof, that they the said H. D. and L. D. their heirs, executors, administrators or assigns, should pay unto the said C. H. his executors, administrators or assigns, not only the costs usually taxed in the court or courts where such suit or suits should be commenced,

menced, but all such costs, charges and expences out of pocket, as he or they shall be at, or should be obliged to expend in such suit and suits, over and above the said sum of one thousand five hundred pounds and interest as aforesaid, and the said H. D. and L. D. also signed a receipt for the said sum of one thousand five hundred pounds, the consideration money endorsed on the said deed, and which said deed was duly registered on the fourth day of August, one thousand seven hundred and seventy four, as by the said deeds of lease and release, and the said bond, relation being thereunto had, might appear; that the said C. H. afterwards, to wit, as of Trinity term, one thousand seven hundred and seventy four, obtained separate judgments on the said bond, in his majesty's court of King's Bench in Ireland, each for the sum of three thousand pounds sterling, debt, besides costs, as by the said judgments remaining on record might appear; that complainant found out and discovered that J. H. esquire, pretended to have a demand against the said lands, by virtue of some old mortgage affecting the same; and that M. O. widow, claimed a debt to be due to her on the foot of another mortgage, by deeds bearing date the twenty third and twenty fourth days of November, one thousand seven hundred and sixty, and that both the said persons pretended that a considerable arrear of interest was due to them on the foot of the said pretended securities; and that C. K. esquire, also claimed to be entitled to an annuity or yearly rent charge of one hundred pounds for his life, charged on the said lands by some deed or instrument, bearing date on or about the first day of May, one thousand seven hundred and forty; that the said C. H. died on or about the thirty first day of December, one thousand seven hundred and seventy six, leaving C. H. his eldest son and heir at law, having duly made and published his will and testament in writing, bearing date on or about the fifth day of December, one thousand seven hundred and seventy six, and appointed the said C. H. his son, sole executor, who duly proved the said will in his majesty's court of prerogative in Ireland, and obtained a probate thereof, and complainant referred to the same; that the said H. D. or L. D. did not pay unto the said C. H. in his life-time, or to any person deriving under him since his decease, any money on account of the interest of the principal sum due by the said mortgage; and that the said C. H. the younger, by deeds of lease and release, bearing date respectively the eighteenth and nineteenth days of March, one thousand seven

seven hundred and seventy nine, conveyed the said mortgaged premises, and assigned the said two judgments for a valuable consideration, to G. M. of the city of Dublin, esquire, together with the said mortgaged debt, and the interest thereof, and that the said G. M. by the like mode of conveyance, and by deeds of lease and release, bearing date respectively the first and second days of April, one thousand seven hundred and seventy nine, granted and conveyed the same to the complainant for a valuable consideration, together with the said judgments, and that the complainant being so entitled, applied to the said H. D. and L. D. and requested them to pay him the said mortgage debt of one thousand five hundred pounds, with the interest thereof, which they refused to do, and knew that the said premises were become an insufficient security for the principal and interest due to the complainant under the said mortgage; that it was alledged by the defendants, that R. D. esquire, of B. in the county of Tyrone, also had some interest in the said lands of A. and C. part of the mortgaged premises, and also pretended that the said R. D. mortgaged the said last mentioned lands to I. B. of V. merchant, for the sum of one thousand two hundred and seven pounds three shillings, by deed dated the seventeenth day of August, one thousand seven hundred and seventy four, and that the said R. D. also made another mortgage of the said last mentioned lands to the said I. B. bearing date the tenth day of October, one thousand seven hundred and seventy seven, in consideration of eight hundred and sixty eight pounds four shillings and two pence; that the said H. D. and L. D. combining with the said J. H. C. K. M. O. widow, and with S. T. and H. his wife, daughter of the said H. D. who also claimed some demand out of the said lands, under a marriage settlement entered into by the said H. D. on the intermarriage of the said S. T. with the said H. and with

the trustees named in the said articles or settlement, and with the said R. D. and I. B. and with divers other persons unknown to complainant, absolutely refused to pay the complainant his said demand, taking advantage of the incumbrance which they alledged affected the said mortgaged lands prior to the complainant's said demands, by which means, if the said incumbrances were real, or had a priority of complainant's demand, the complainant was in danger of losing part of his said debt; the complainant therefore by his said bill, prayed that the said H. D. and L. D. and such other of the defendants as were

interested in the said mortgaged premises, might account with the complainant on the foot of the said mortgage and judgment debts; and that the several creditors of the said H. D. and L. D. whose securities were alledged to affect the said mortgaged premises, might come in before the master, to whom the account in this cause should be referred, and state an account of the money due to them respectively thereon; and that the money due to the complainant on the foot of the said mortgage and judgments, might be paid in a short day, or that the said mortgaged premises might be sold, and that the complainant and the other fair and real creditors might be paid their respective debts according to their priority, and that the complainant might be paid not only the principal and interest of the said mortgage and judgments, but also the full costs and expences he had been at or should be put to in the prosecution of this cause, pursuant to the covenant in the said mortgage, and that the complainant might be relieved in all and singular the matters aforesaid, according to equity and good conscience, and the nature, merits and circumstances of his case, with prayer of subpœna, letter missive, duces tecum and general relief was the scope of the complainant's bill; to which bill the said defendant H. D. on or about the twenty second day of November, one thousand seven hundred and seventy nine, put in his answer, and thereby admitted, that having borrowed from the right honorable C. H. lately deceased, the sum of one thousand five hundred pounds, the said defendant and his son L. D. esquire. did by indented deeds, bearing date as in bill, in consideration of the said sum, bargain, sell, release and confirm unto the said C. H. ALL THAT AND THOSE, the towns and lands in the bill mentioned, to hold to the said C. H. his heirs and assigns for ever, subject to a proviso or condition of redemption, on payment of the said sum with interest, at the rate of six per centum, per annum; and also admitted that defendant and his said son did at the same time perfect unto the said C. H. a bond with warrant of attorney for confessing judgment thereon, in the penalty of three thousand pounds conditioned for the payment of one thousand five hundred pounds and interest, and referred to the said deed and bond; and likewise admitted that J. H. pretended to have a demand against the said lands, under some old mortgage, which is a charge not only on the estate in mortgage to complainant, but on another moiety of the said estate to which, as defendant believes, S. D. a minor, was then entitled,

titled, but defendant verily believed, that on a just and fair account to be taken on the foot of the said mortgage, between the said S. D. and defendant, it would manifestly appear that the said defendant's moiety of the said estate, had very considerably overpaid a moiety of the said debt, and that therefore in justice and equity, the sum then remaining due on the foot of the said mortgage, ought to be raised out of the said S. D.'s moiety of the said estate; and likewise admitted that the said C. H. died, leaving C. H. his son and heir at law, and believed the said C. H. made his will, and thereof appointed his said son sole executor; and believed that the said C. H. proved the said will, and obtained a probate thereof, but could not set forth whether the said C. H. the heir and executor of the said C. H. deceased, did or did not by the said deed, as in the bill mentioned, assign the assigned mortgage to G. M. esquire, in the bill named, nor whether the said G. M. by such deeds as in the bill mentioned, assigned the same to complainant, but referred to complainant's proof; and said, that the said mortgaged premises were an ample security for the complainant's demand, and for all other debts affecting them; and denied combination, and concluded generally, which was the substance of the said defendant's answer; and to which said bill the said L. D. also put in his answer, on or about the thirtieth day of November, one thousand seven hundred and seventy nine, whereby he admitted that his said father, the defendant H. D. having borrowed a sum of one thousand five hundred pounds from the right honorable C. H. deceased, defendant did join with his said father in perfecting such deeds of mortgage and bond to the said C. H. for securing the repayment of the said sum with interest, as in the bill mentioned, but could not set forth whether the said mortgage had become vested in complainant, as in the bill mentioned, by the several conveyances in bill, but therein defendant referred to complainant's proof, and believed the premises granted in the said mortgage to complainant, are an ample security for all demands affecting them, and that defendant was a stranger to the several other matters and charges in bill, and denied combination, and concluded generally, which was the substance of the said defendant's answer; and C. K. esquire, also put in his answer to the said bill, on or about the twenty second day of February, one thousand seven hundred and eighty, whereby he believed that H. D. and L. D. his only son and heir apparent, in bill named, or one of them, were at the time

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in the bill mentioned, seized of some estate in the premises in the bill mentioned, but of what estate, could not set forth; but did not know whether the said H. D. and L. D. or either of them, applied to the right honorable C. H. deceased, in the bill named, to lend them one thousand five hundred pounds, or whether they proposed to mortgage the said lands in the bill mentioned, to secure the repayment of the same with lawful interest, or whether the said C. H. agreed thereto, nor whether the said H. D. and L. D. or either of them, executed such deeds as in the bill mentioned, to the said C. H. deceased, nor whether the said sum of one thousand five hundred pounds was the consideration money alledged to be paid on the execution of the said deeds, or whether the said sum was paid by the said C. H. deceased, to the said H. D. and L. D. or either of them, but referred to the said deed; and did not know whether the said H. D. and L. D. or either of them, executed such bond as in the bill mentioned, or whether such judgments as in the bill mentioned, were entered thereon; and believed that J. H. in the bill named, did not pretend, but actually insisted that he had a demand against the said lands, by virtue of some old mortgage affecting the same; and that M. O. widow, in the bill named, also claimed a debt to be due to her on the foot of a mortgage dated about the time in the bill mentioned, and believed that both the said persons alledged that a considerable amount of interest was due upon the foot of the said securities; and also believed that the said C. H. died about the time in the bill mentioned, and that he left C. H. in the bill named, his eldest son and heir at law, and that the said deceased about the time in the bill mentioned, made and published his last will and testament in writing, and thereof appointed the said C. H. his son executor, who as defendant heard and believed, proved the same in his majesty's court of prerogative, and defendant referred to the probate of the said will, but did not know whether the said H. D. and L. D. or either of them, did not pay to the said C. H. in his life-time, or to any person deriving under him, any money on account of the interest of the mortgage in the bill mentioned, or whether the said C. H. the heir and executor of the said deceased, did by such deeds, and of such date as in the bill mentioned, assign the said mortgage and judgments in the bill mentioned, for a valuable or any consideration, to G. M. in the bill named, or whether the said G. M. did by the like mode of conveyance, grant and convey the same to complainant for any consideration, nor did the

the said defendant know whether the complainant was entitled as in bill mentioned, nor whether he applied, save by bill, to the said H. D. and L. D. or either of them, and requested of them or either of them, to pay him the said mortgage debt of one thousand five hundred pounds, and the interest thereof, or whether they or either of them refused so doing, and know not whether the said premises were become an insufficient security for the principal and interest due to the complainant under the said mortgage in the bill mentioned; and the other creditors who had charges on the said lands, believed the said premises were sufficient security for payment of the same, and did not know or believe that it was alledged by any person, that R. D. in the bill named, had some or any right, title or interest in or to the said lands of A. and C. part of the mortgaged premises in the bill mentioned, or that it was pretended by any person or persons, that the said R. D. had mortgaged the said last mentioned lands to I. B. in the bill named, by deed of the date, or for the sum in bill mentioned, or that the said R. D. afterwards made another mortgage of the said last mentioned lands to the said I. B. but if any such mortgages were executed, defendant believed that the same did not affect the said H. D. or L. D.'s part of the said lands of A. or B. and C. alledged to be in mortgage to complainant; and believed that R. D. in the bill named, had no right or title whatsoever to any part of the said last mentioned lands belonging to the said H. D. or L. D. but believed that the said R. D. had been and was entitled to an undivided moiety of the said lands of C. in common with the said H. D. and heard and believed that M. N. otherwise D. defendant's first wife, was in the year one thousand seven hundred and thirty seven, seized of an equity of redemption in fee, of one moiety of the town and lands of A. and B. as divided and allotted to her in the sixth year of the reign of his majesty king George the first, and was also in like manner seized of an undivided moiety of the said lands of C. and being so seized, she previous to her intermarriage with defendant, did by deeds of lease and release duly executed, and bearing date the nineteenth and twentieth days of August, one thousand seven hundred and thirty seven, the release being quadripartite, and made between M. N. by the name of M. N. of O. in the county of Tyrone, widow of H. D. of O. aforesaid, of the first part; defendant by the name and stile of Mr. W. N. of K. of the second part; P. B. of G. in the county of Dublin, esquire, and S. D. of L.

L. in the county of Tyrone, esquire, of the third part; and T. J. of the city of Limerick, esquire, of the fourth part, grant, release and confirm for the considerations therein mentioned, to the said P. B. and S. D. their heirs and assigns, **ALL THAT AND THOSE**, her moiety of the said towns and lands of A. and B. allotted, and also the said moiety of C. to the use of the said M. for her life, and after her decease to the said T. J. his executors, administrators and assigns, during the term of five hundred years, upon the trusts thereon and herein mentioned, and after the expiration or other sooner determination of the said term, to the use of the said H. D. second son of the said M. by her late husband for his life, and after his decease, to the use and behoof of the said first and every other son of the said H. D. lawfully to be begotten in tail male, with several remainders over; and the said defendant by her said answer also said, that the said term of five hundred years limited to the said T. J. as aforesaid, was by the said deed declared to be so limited in trust, out of the rents and profits of the said lands and premises, or by sale or mortgage thereof, to pay one thousand pounds to T. D. third son of the said M. N. by her said late husband H. D. but if the said T. should die in the said M. N.'s life-time, that then the said one thousand pounds should be paid to what ever person the said M. N. in her life-time should by writing appoint; and defendant also said, it was by the said release further declared, that the said term of five hundred years should stand charged absolutely, with a further sum of two hundred pounds, to be disposed of to such person as the said M. N. should appoint; and also said, that there is a clause contained in the said release, whereby it was declared between all the said parties to the said deed, that if the said M. N. should at any time thereafter marry, that then it might be lawful for the said M. N. by any deed executed either before or after such marriage, to grant a rent charge of one hundred pounds per annum, to be issuing out of the premises thereby granted, and payable half-yearly, to the use of such person whom she should so marry, during his natural life, and with power of distress in case of non-payment; and said, that soon after the execution of said deeds, the said M. intermarried with defendant, and having occasion to borrow a sum of two hundred pounds, applied unto S. D. of J. in the county of Galway, esquire, to lend the same, and proposed to charge the said term with the payment thereof, pursuant to the assigned power, and that
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the said S. D. having agreed thereto, deeds of lease and release dated about the twenty ninth and thirtieth days of December, one thousand seven hundred and thirty eight, were executed between defendant and the said M. N. of the first part, and the said S. D. of the second part, whereby defendant and said M. N. in consideration of the sum of two hundred pounds granted and conveyed to said S. D. his heirs and assigns, the said M.'s moiety of the said premises during her life, subject to redemption on payment of the said sum, with interest, on the first day of December then next, and for the better securing the repayment thereof, granted the said term of five hundred years, to the said S. D. his heirs, executors, administrators and assigns, charged with the said sum of two hundred pounds, and defendant and the said M. also executed their joint bond to the said S. D. of the penalty of four hundred pounds, conditioned for the payment of the said sum of two hundred pounds, and interest, with warrant of attorney for confessing judgment thereon, upon which judgment was afterwards obtained, as defendant believed, in his said majesty's court of Common Pleas, as of Hilary term, one thousand seven hundred and thirty eight, and that by deeds of lease and release bearing date respectively on or about the twelfth and thirteenth days of August, one thousand seven hundred and fifty, and made between S. D. of the one part, and O. P. of the city of Dublin, esquire, of the other part, the said S. D. in consideration of the sum of two hundred pounds to him paid by the said O. P. assigned and made over unto him, his heirs and assigns, all the said moiety of the said premises during the life of the said M. N. subject to redemption as therein mentioned, and the said S. D. did also by the said indenture transfer and make over unto the said O. P. his executors, administrators and assigns, the sum of two hundred pounds, charged in the said term of five hundred years, together with the said recited bond and judgment obtained against defendant; said, that the said T. D. the third son of the said M. N. died in the said M.'s life-time, whereby the said M. became entitled to appoint the assigned sum of one thousand pounds to be paid to such person as she thought proper, and that after the death of the said T. D. by indenture tripartite bearing date on or about the day of in the year and made between said M. N. of the first part, said O. P. of the second part, and defendant of the third part, said M. N. in consideration of the sum of one thousand pounds, paid

paid by the said O. P. to the defendants, and said M. appointed, that the said one thousand pounds so to be raised as aforesaid, should be paid to said O. P. his executors, administrators and assigns, and that the same should be raised and paid to him, as by the said settlement is directed; said, that by the said indenture bearing date on or about the twenty fourth day of November, one thousand seven hundred and sixty, and made between O. P. of the first part, defendant and the said M. N. of the second part, the said N. D. second son of said M. N. of the third part, and the M. O. widow, of the fourth part, the said O. P. in consideration of the sum of twelve hundred pounds to him in hand paid by the said M. O. with the approbation and at the desire and request of the said M. N. and defendant and the said M. his wife, for the further consideration therein mentioned, bargained and sold unto said M. O. her heirs and assigns, all her the said M. N.'s moiety of the assigned towns, lands and premises, with their appurtenances, to hold the same to said M. O. her heirs and assigns, for the life of the said M. N. freed and discharged of and from the proviso or condition of redemption in said recited indentures mentioned, but subject to redemption on payment of the said sum of twelve hundred pounds on the first day of November then next, with interest, and said O. P. therefore assigned, transferred and made over unto said M. O. the said sums of two hundred pounds, and one thousand pounds, appointed to be paid in the manner aforesaid, with all his right, title and interest in and to the said sums; to hold to the said M. O. her executors and administrators for ever, and also assigned unto her the said bond and judgment obtained against defendant, and the principal and interest due and to grow due thereon; and in order the better to secure the said sum of twelve hundred pounds, with interest, defendant and the said P. executed unto the said M. O. one bond bearing equal date with the said last mentioned indenture, of the penalty of two thousand four hundred pounds, conditioned for the payment of twelve hundred pounds on the first day of November then next ensuing, with interest, together with a warrant of attorney for confessing judgment thereon; said, that in order to raise and pay said sums of two hundred pounds, and one thousand pounds to the said M. O. pursuant to the meaning and intent of the said last mentioned deed, by indenture bearing date on or about the twenty fourth day of November, one thousand seven hundred and sixty, and made between C. J.

of B. in the county of Galway, esquire, administrator of all and singular the goods and chattels of the said T. J. deceased, of the first part, defendant and the said M. N. of the second part, the said M. O. of the third part, and M. K. of L. in the county of Cork, of the fourth part; the said C. J. for the considerations therein mentioned, did, at the request of defendant and said M. assign and convey to the said M. K. his executors, administrators and assigns, all and singular the said M. N.'s moiety of said premises so conveyed to the said T. J. and all his the said C. J.'s interest therein, to hold the same to the said M. K. for the remainder of the said five hundred years, in trust that the said K. should, after the said M. N.'s death, raise and pay the said sums of one thousand pounds and two hundred pounds to the said M. O. out of the profits of the said premises, by sale or mortgage thereof, and believed that said M. K. died, but before his death made his will, and appointed the said M. O. and A. S. his executors, and that the said A. S. since that time died, and the said term of five hundred years vested in the said M. O. said, that the said M. N. in pursuance of the power given unto her by the said deed of the twentieth day of August, one thousand seven hundred and thirty seven, by indenture bearing date on or about the first day of May, one thousand seven hundred and forty two, made between M. N. of the first part, and defendant of the other part, granted the said rent charge of one hundred pounds per annum, to be issuing out of her moiety of the aforesaid premises, payable half yearly unto defendant during his life; and said, that the said M. N. defendant's late wife, died in January, one thousand seven hundred and sixty five, and that upon her death the said H. D. by virtue of said indenture of the thirtieth day of August, one thousand seven hundred and thirty seven, became seized for his life of the equity of redemption of the said lands and premises, with remainder to his first and every other son in tail male, subject to the said several sums of two hundred pounds and one thousand pounds, with interest, and subject also to the said mortgage due to the said J. K. and a decree obtained for the same in the year one thousand seven hundred and forty four, and subject also to the aforesaid yearly rent charge appointed unto defendant, as aforesaid; and believed, said M. O. filed her bill in this honorable court against said H. D. and others, to foreclose said mortgage, and that the said term of five hundred years might be declared to be in trust for her executors and administrators,

ministrators, and that the said lands charged with the said sums of two hundred pounds and one thousand pounds, with interest, or a competent part thereof might be sold for payment of the principal, interest and costs due to the said M. O. to which bill the said H. D. and L. D. put in an answer, and several proceedings were had in the said cause, as defendant heard and believed; but the said J. K. having obtained an order to appoint a receiver in the said cause, and having a mortgage on the said lands prior to the said M. O.'s, the said J. received the rents of the said lands in preference to the said M. O. and she finding she could not enforce the payment of the interest money, caused judgment to be entered on the said bond which defendant passed to her as aforesaid, and threatened to issue execution thereon against defendant, whereupon defendant was obliged to pay unto the said M. the sum of two hundred and eighty eight pounds, which was all the interest money due to her on account of the said securities to the twenty fourth day of November, one thousand seven hundred and seventy seven, which sum of two hundred and eighty eight pounds interest money, the said H. D. owed unto the said M. O. since he got possession of the said lands as aforesaid, and the said sum has never since been repaid unto defendant by the said H. D. or any other person, and defendant said, that since the death of his wife the said M. N. he received the whole on account of the said rent charge which was granted and appointed unto defendant as aforesaid, the sum of four hundred and sixty eight pounds eight shillings and nine pence, but that on the twenty ninth day of July, one thousand seven hundred and seventy one, the said H. D. passed his note payable unto defendant or order, on the twenty fifth day of December, one thousand seven hundred and seventy two, for the sum of thirty one pounds eleven shillings and three pence, on account of the said annuity, which sum was never paid unto defendant, and defendant was advised and believed, that he became entitled to the said annuity from the first day of November, one thousand seven hundred and sixty four, and from thence to the first day of November then last, being fifteen years, the sum of one thousand five hundred pounds became due to defendant on account thereof, out of which, deducting the said sum of four hundred and sixty eight pounds eight shillings and nine pence, so paid to defendant, there was then due to defendant on account thereof, the sum of one thousand and thirty one pounds eleven shillings and

and three pence, and supposing defendant was to give credit thereout for said note, which was yet unpaid, there was due to defendant on account of said annuity, on the first day of November then last, the sum of one thousand pounds, for recovery whereof, and of the said sum of two hundred and eighty eight pounds interest money, so paid by defendant to the said M. O. as aforesaid, caused a bill to be filed in his majesty's high court of Chancery in Ireland, as of Trinity term then last, and meant to proceed thereon; and also said, that the said H. D. was indebted unto the said defendant for the sum of two hundred and nineteen pounds five shillings and two pence, which defendant paid for the said H. D. on or about the fourteenth day of December, one thousand seven hundred and seventy seven, with the interest thereof from the said day, which defendant insisted was a charge and lien on the estates of said H. D. and L. D. his son, and denied combination and concluded generally, which was the substance of the said defendant's answer to the complainant's bill in this cause, and J. K. one other of the defendants in the said cause, also filed his answer to the said bill, on or about the fifteenth day of April, one thousand seven hundred and eighty, therein setting forth that he heard and believed, that the defendants H. D. and L. D. were by a regular course of descent, seized of the towns and lands in the bill mentioned, in fee-simple, but whether they applied to C. H. deceased, for the sum of one thousand five hundred pounds sterling, in the bill mentioned, and proposed to mortgage the said lands for payment thereof, or whether the said C. H. agreed thereto, or whether such deeds of lease and release of the date and import in the bill, or any other deed or deeds, were executed between the parties in the bill mentioned, or whether there was a proviso or condition of redemption as in the bill, or whether such bond was executed to the said C. H. by the said defendants H. D. and L. D. of the penalty and conditioned for the payment of the sum in the bill mentioned, and the interest thereof, or whether the same should be void on payment of the said sum, and the interest thereof, or whether such warrant of attorney, as mentioned in the bill, was executed at the same time, defendant knew not, nor could he set forth, being an entire stranger thereto, nor did he know whether by the deed in the bill, the said C. H. should receive all costs out of pocket that he might be obliged to expend in recovering the said demand, or whether such deed was registered,

gistered, defendant having never heard, save by the bill, of such transaction, and referred to complainant's proof, said, there was no interest due to defendant on his said security, he having had, by order of the court of Exchequer, a receiver appointed to recover his interest money, which formerly had been neglected to be regularly paid, and also believed, that the defendant C. K. not only claimed, but really was justly entitled to an annuity of one hundred pounds sterling for his life, charged on the land in the bill by some deed, but of what date he knew not; and admit that the said C. H. was dead, but at what time he died, could not set forth, and that he left C. H. his eldest son and heir at law, and believed, he made a will, but of what date he knew not, nor the import thereof, nor did defendant know who was appointed executor or executors to the said will, or who proved the same, or obtained a probate thereof, but referred to the same, and could not set forth whether the defendants H. D. and L. D. or either of them, paid unto C. H. in his life-time, or to any person deriving under him, any money on account of the interest mentioned in the bill, being a stranger thereto; nor did the defendant know whether the said C. H. the heir at law of the said deceased, conveyed said mortgaged premises and assigned said two judgments to G. M. in bill mentioned, together with said mortgage debt, and the interest thereof, nor did he know whether the complainant applied to the said H. D. and L. D. and requested them to pay the mortgage debt in the bill mentioned, and the interest thereof; nor did defendant know whether they or either of them, refused to pay the same, could not set forth whether the premises in the bill mentioned, were a scanty security for the principal and interest due to the complainant under the said alleged mortgage, but believed, that defendant I. B. had a mortgage on the lands in the bill mentioned, but for what sum he knew not, but referred to said mortgage; and said, that W. T. and E. C. esquires, both since deceased, as defendant believed, being seized in fee of the lands in the bill, and having occasion for a sum of five hundred pounds sterling, they applied as defendant believed, unto J. K. the great grandfather of defendant, for the loan thereof, who lent them the said sum, and by deeds of the seventh and eighth days of November, one thousand six hundred and seventy eight, conveyed the said lands in mortgage unto J. K. his heirs and assigns for ever, with the usual condition of redemption on the repayment of the said sum

sum of five hundred pounds, with interest, at the rate of ten pounds per cent. per annum, and that on or about the twenty eighth day of April, one thousand seven hundred and forty two, as defendant heard and believed, M. K. defendant's father. and grandson to J K who became entitled to the benefit of the said mortgage, exhibited his bill in his majesty's court of Exchequer in Ireland, setting forth not only the said demand, but praying that an account might be taken upon the foot of the said mortgage and security, and praying by the said bill that the balance might be paid, or that the equity of redemption of the said premises might be barred, and the said lands sold for payment thereof, and believed, that the defendants in the said bill appeared, and that the complainants replied, and defendants rejoined, and that witnesses were examined, and publication passed, and the said cause was heard in the said court on or about the tenth day of December, one thousand seven hundred and forty three, whereupon a conditional decree to account was pronounced in the usual manner, and the said decree made absolute on or about the ninth day of May, one thousand seven hundred and forty three; and believed, that the said account was entered upon and stated before the proper officer, and he, on or about the twenty fifth day of May, one thousand seven hundred and forty four, made his report in the said cause, and reported that there was due and owing for principal and interest on the said mortgage, on the twenty first day of May, one thousand seven hundred and forty four, the sum of one thousand four hundred and twelve pounds fifteen shillings and eleven pence, and which report, defendant believed, was afterwards duly confirmed, and the said cause was set down to be heard on the said report, and was heard on or about the twenty first day of June, one thousand seven hundred and forty four, whereupon it was, as defendant heard and believes, decreed, that the officers report should stand confirmed, and that the defendants should, in six months from the date of the said decree, pay the said sum of one thousand four hundred and twelve pounds fifteen shillings and eleven pence, with interest at eight per cent. per annum, from the said twenty first day of May then last, being the time, as defendant believed, the said officer computed the interest until the same should be paid, together with the legal interest of the sum of nine hundred and twelve pounds fifteen shillings and eleven pence, so reported due for the interest of the said principal sum from the second day of June then instant, being the time

time of confirming the said report until paid, and it was, as defendant heard and believed, further decreed, that the said mortgaged lands in the said pleadings mentioned, should be sold by the proper officer as is usual, and that the complainant might enroll his decree, and the defendant referred to the said proceedings on record, and said, the said decree was duly made and signed by the proper officer of the said court, and that the complainant in the said cause, who was defendant's father, is dead, and by his will appointed the defendant his sole executor, who proved the same defendant was the eldest son and heir at law of the said M. K. and entitled to the benefit of the said mortgage and decree, and said, that on or about the twenty seventh day of February, one thousand seven hundred and seventy three, defendant caused a bill of revivor to be filed, setting forth the said matters, and praying that the said decree might be carried into execution according to the intent of the same, and that the rents and profits of the said lands might be received under the authority and direction of the said court, and applied towards the discharge of the said interest; and said, that on or about the fourteenth day of August, one thousand seven hundred and seventy four, an order was made by the said court of Exchequer to revive the said decree, and proceedings thereon; and said, that on or about the fifteenth day of December, one thousand seven hundred and seventy four, defendant caused the said lands to be posted for sale, in pursuance of the said decree, on the twenty sixth day of January then next, and that no person having attended to bid for the same on the said day, the said cant was further adjourned to the thirteenth day of February, one thousand seven hundred and seventy nine, that defendant was ready and willing to receive the principal money of one thousand four hundred and twelve pounds fifteen shillings and eleven pence so due to him, with the costs attending the carrying on the said proceedings in the said court, or such costs as the proper officer of the said court should tax for defendant, and to assign over the said mortgage and decree to any person that should pay the same to defendant; and said, he did not mean to give the complainant any unnecessary delay in obtaining a decree for what should appear to be justly due to him by the defendants H. D. or L. D. or either of them, but defendant insisted he had a right to be first paid, being entitled thereto, as having a prior security, and denied combination, and concluded generally, which was the substance of the said
defendant's

defendant's answer, to which several answers the complainant replied, and the said defendants rejoined, and issue being so joined, witnesses were examined on the part of the complainant only, and publication of the witnesses so examined passed, and this cause having abated by the death of C. K. the same was revived by an order bearing date the twelfth day of May, one thousand seven hundred and eighty four, and this cause came on accordingly, to be heard on a conditional decree as to the defendants S. T. and H. his wife, and on the pleadings and proofs as to the other defendants, in the presence of counsel learned in the law on both sides, whereupon, and on reading the order for having an affidavit of the service thereof, upon opening the complainant's bill, and the answers of the defendants H. D. and L. D. C. K. J. K. and on reading an affidavit of the service of the defendants S. T. and H. his wife, with subpoena to hear judgment, the conditional decree, as also an affidavit of the said service of the said defendants S. T. and H. with the said conditional decree, and also the said defendants answers the order to revive, and the several proofs and evidences in this cause, and upon hearing counsel learned in the law on behalf of the complainant and the said defendants, it was, on Thursday the eighth day of July, one thousand seven hundred and eighty four, ordered, adjudged and decreed, by the right honorable the lord chancellor of Ireland, that the said conditional decree should be, and the same was thereby made absolute, and that it should be and was thereby referred to T. B. esq; one of the masters in this honorable court, to audite and state an account of what was due to the complainant and the several defendants in this cause, for principal, interest and costs, upon the foot of the several deeds of mortgage and securities in the pleadings in this cause mentioned, and that the several other creditors of the said H.D. and L.D. who were not parties in this cause, and whose several debts affect the several lands and premises in the pleadings mentioned, should be, and were thereby to come in and ascertain the same before the said master, in which said accounts all parties were to have all just allowances, and the better to enable the said master to state the said accounts, he was to be armed with a commission to examine all such witness and witnesses as should be produced before him by either party, as to the matters of the said accounts only, and that either party should be and were thereby at liberty to examine each other on personal interrogatories touching the same,

same, if necessary, and if any matter should appear difficult to the said master in stating the said accounts, he was to report the same specially, on return of whose report, such further order should be made as would be fit, and that either party should be and was thereby at liberty to apply to the court, in the mean time, for such further and other directions as may be necessary, and that the complainant might accordingly make up and enroll a decree against the said defendants, for performance whereof, the process of this court was from time to time to issue, as in such cases usual, that in pursuance of the said decretal order, T. B. esquire, one of the masters of the said court, made his report in the said cause, bearing date the third day of June, one thousand seven hundred and eighty five, and which said report is in the words following, to wit, J. O. esquire, assignee of G. M. who was assignee of C. H. deceased, complainant, H. D. and L. D. M. N. widow, and S. R. executors of the last will and testament of C. K. J. K. S. T. and H. his wife, defendants, to the right honorable lord viscount L. lord chancellor of Ireland, may it please your lordship, pursuant to your lordship's decretal order made in this cause, bearing date the eighth day of July last, whereby it was referred to me to audit and state an account of what is due to the complainant and the several defendants in this cause, for principal, interest and costs upon the foot of the several deeds of mortgage and securities in the pleadings mentioned, and that the several other creditors of the said H. D. and L. D. who are not parties in this cause, and whose debts affect the several lands and premises in the pleadings mentioned, should be at liberty to come in and ascertain the same before me, I have, in presence of the clerk and agents concerned for the complainant and for the defendants, M. N. and S. R. executors for the said C. K. and for the several creditors herein after mentioned, examined the matters so to me referred, no one having effectually attended for the other defendants, or for any other person, although it appears to me by the affidavit of G. R. that the said defendants clerks were regularly served with three several summons's by me issued, and although I published several advertisements, requiring the several creditors of the said H. D. and L. D., whose several debts affects the said lands and premises, to come in before me and ascertain the same, and I find that there is due to the complainant for principal, interest and costs, upon the foot of the mortgages and securities in the pleadings mentioned, the sum of two thousand
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four hundred and seventy three pounds, five shillings and eleven pence, as by the first schedule to this my report annexed, and to which I refer, may appear, and I find that there is due to the defendants M. N. and S. R. for principal and interest on the securities in the pleadings mentioned, the sum of five thousand seven hundred pounds, five shillings and eight pence, sterling, as by the second schedule to this my report annexed, and to which I refer, may appear, and I have in the third schedule, to this my report annexed, and to which I refer, set forth an account of the several other debts affecting the said lands and premises, which have been proved before me, and what remains due thereon, and to whom respectively for principal, interest and costs, amounting to the sum of one thousand nine hundred and forty seven pounds, thirteen shillings and a penny half-penny; all which I certify and submit to your lordship as my report this third day of June, one thousand seven hundred and eighty five, T.B.: The first schedule to which the foregoing report refers, containing an account of what is due to the complainant on the foot of the mortgage and securities in the pleadings mentioned; to a principal sum due by mortgage, dated the twenty sixth day of July, one thousand ———, executed by defendants H. D. and L. D. to C. H. and bond and warrant, on which two separate judgments were entered in the King's Bench, as of Trinity term one thousand seven hundred and seventy four, which said mortgage and judgments were assigned to complainant one thousand five hundred pounds; to interest thereof from the twenty sixth of July, one thousand seven hundred and seventy four, to the twentieth of April, one thousand seven hundred and eighty five, being ten years, eight months and twenty five days, at six per cent. nine hundred and sixty six pounds, three shillings and three pence; to cost of entering said judgments, four pounds, two shillings and four pence; to cost of assigning said judgments, three pounds and four pence; total due to the complainant, two thousand four hundred and seventy three pounds, five shillings and eleven pence, dated this third day of June, one thousand seven hundred and eighty five, T. B.: The second schedule to which the foregoing report refers, containing an account of what is due to the defendants M. N. and S. R. on the securities in the pleadings mentioned, to an annuity of one hundred pounds yearly, charged on the lands and premises in the pleadings mentioned, by deed dated the first of May, one thousand seven hundred and forty two, made previous

to the marriage of W. N. with M. D. mother of the defendant H. D. during the life of the said W. N. in case he survived the said M. who died some time in the month of January, one thousand seven hundred and sixty five, upon whose death, the said W. became entitled to the said annuity from the first of November, one thousand seven hundred and sixty four, which from the said first of November, one thousand seven hundred and sixty four, to the first of November, one thousand seven hundred and eighty three, (being nineteen years) amounts to one thousand nine hundred pounds, out of which he received on account, four hundred and sixty eight pounds, eight shillings and nine pence, so that there remained a balance due on the first of November, one thousand seven hundred and eighty three, of one thousand four hundred and thirty one pounds, eleven shillings and three pence, to a principal sum due by bond and warrant of the said W. N. and B. M. gentleman, dated the fourth of September, one thousand seven hundred and sixty three, in the penalty of four hundred pounds, conditioned for the payment of two hundred pounds to J. L. gentleman, which was the proper debt of the said H. D. on which judgment was entered; and the said W. N. was on the fifteenth day of December, one thousand seven hundred and seventy seven, obliged to pay to the executrix of the said L. the principal, interest and costs due on the said judgment, amounting to two hundred and seventeen pounds, five shillings and two pence; to interest of the said principal sum, from the fifteenth of December, one thousand seven hundred and seventy seven, to the twentieth of April, one thousand seven hundred and eighty five, eighty eight pounds, three shillings and three pence; to a principal sum due on an assignment of a mortgage and decree, dated the eighth of June, one thousand seven hundred and eighty, from J. H. to H. N. in trust for the said W. N. one thousand five hundred pounds; to interest thereof from the eighth of June, one thousand seven hundred and eighty, to the twentieth day of April, one thousand seven hundred and eighty five, four hundred and thirty seven pounds, nineteen shillings and eleven pence; to an assignment of two principal sums of two hundred pounds and one thousand pounds, charged on the said lands by deeds dated the third of August, one thousand seven hundred and eighty, by M. O. to the said H. N. in trust for the said W. N. on which there was then due for principal and interest, the sum of one thousand six hundred and eighty five pounds, nineteen

teen shillings and ten pence; to interest of the said two principal sums, from the third of August, one thousand seven hundred and eighty, to the twentieth day of April, one thousand seven hundred and eighty five, three hundred and thirty nine pounds, seven shillings and one halfpenny; total due to the defendants M. N. and S. R. five thousand seven hundred pounds, five shillings and eight pence, dated this third day of June, one thousand seven hundred and eighty five, T. B.: The third schedule to which the foregoing report refers, containing an account of the several other debts affecting the said lands and premises, which have been proved before me; to a sum due on a judgment obtained against the defendant H. D. by P. T. in the court of Exchequer, as of Easter term, one thousand seven hundred and fifty five, which judgment was by deed dated the twentieth of February, one thousand seven hundred and seventy seven, assigned to M. K. in trust for T. S. five hundred and twenty pounds, five shillings and ten pence; to interest of the principal sum of five hundred pounds, from the twentieth of February, one thousand seven hundred and seventy seven, when the said judgment was assigned to the twentieth of April, one thousand seven hundred and eighty five, two hundred and thirty five pounds; to cost of assigning the said judgment, one pound, seven shillings and nine pence; to cost of reviving the same, three pounds; total due to T. S. seven hundred and fifty nine pounds, thirteen shillings and seven pence; to a principal sum due on two separate judgments obtained against the defendants H. D. and L. D. in the court of King's Bench, as of Hilary term, one thousand seven hundred and eighty three, by R. P. esquire, and which have been since assigned to B. C. esquire, three hundred pounds; to interest thereof from the first of November, one thousand seven hundred and eighty two, to the twentieth of April, one thousand seven hundred and eighty five, forty four pounds, nine shillings and nine pence; to cost of entering the said judgments, four pounds, eight shillings and two pence; to cost of assigning the said two judgments, two pounds, thirteen shillings and four pence; to a principal sum due on two separate judgments obtained against the said defendants by the said B. C. in the court of King's Bench, as of Michaelmas term, one thousand seven hundred and eighty three, five hundred and fifty pounds; to interest thereof from the eighth day of November, one thousand seven hundred and eighty three, to the twentieth of April, one thousand seven hundred and eighty five, forty

ty seven pounds, sixteen shillings and eight pence ; to cost of the said two judgments, four pounds, eight shillings and two pence ; to cost of assigning the said two judgments, two pounds, thirteen shillings and four pence ; total due to the said B. C. nine hundred and fifty six pounds, nine shillings and five pence ; to a principal sum due to P. T. merchant, on two separate judgments obtained against the defendants H. D. and L. D. in the court of King's Bench, as of Hilary term, one thousand seven hundred and eighty three, two hundred pounds ; to interest thereof from the seventeenth of January, one thousand seven hundred and eighty three, to the twentieth of April, one thousand seven hundred and eighty five, twenty seven pounds, one shilling and eleven pence halfpenny ; to cost of the said two judgments, four pounds, eight shillings and two pence ; total due to the said P. T. two hundred and thirty one pounds, ten shillings and a penny halfpenny, dated this third day of June, one thousand seven hundred and eighty five, T. B. : eleventh of June, one thousand seven hundred and eighty five, notice then given to Mr. L. and Mr. C. the defendants six-clerks, of filing this report by B. received the eleventh of June, one thousand seven hundred and eighty five, examined by T. P. D. v. which said report was filed in the proper office, on the eleventh day of June, one thousand seven hundred and eighty five, and no exceptions having been taken thereto, it was by an order bearing date the fifteenth day of June, one thousand seven hundred and eighty five, ordered, that the said report should be, and was thereby confirmed, unless in eight days after service of the defendants six-clerks with the said report and that order, good cause should be shewn to the contrary, and the said defendants six-clerks having been duly served with the said report and order, and no cause having been shewn, it was by a subsequent order of the seventh day of July then instant, ordered, that the said order of the fifteenth day of June, one thousand seven hundred and eighty five, should be, and the same was thereby made absolute, and that accordingly the said report should be and was thereby absolutely confirmed, and a day for hearing having been accordingly appointed, this cause came on to be heard on Friday the twenty second day of July, one thousand seven hundred and eighty five, on the said master's report, and also upon the merits, in presence of counsel learned in the law on both sides, whereupon, and upon opening the pleadings, reading the said decretal order and report, the order for confirming the same, as also the order

order for the day, and upon full debate of the matter, it was on the said last mentioned day, that is to say, Friday the twenty second day of July, one thousand seven hundred and eighty five, ordered by the right honorable the lord chancellor of Ireland, that the register should compute interest for the principal sum of one thousand five hundred pounds sterling, in the pleadings mentioned, due to the complainant, from the twentieth day of April, one thousand seven hundred and eighty five, to the said twenty second day of July, one thousand seven hundred and eighty five, which the said register having accordingly computed, the same did amount to the sum of twenty two pounds, nineteen shillings and ten pence, sterling, and which being added to the said sum in the said report mentioned, made together, the sum of two thousand four hundred and ninety six pounds, five shillings and nine pence, sterling, and it was further ordered, adjudged and decreed, that the said register should also compute interest from the principal sum of five hundred and twenty pounds, five shillings and ten pence, in the said report mentioned, as due to T. S. therein named, from the said twentieth day of April, one thousand seven hundred and eighty five, to the said twenty second day of July, one thousand seven hundred and eighty five, which the said register having accordingly computed, the same did amount to the sum of thirty seven pounds, nineteen shillings and four pence, and which being added to the sum in the said report mentioned to be due to the said T. S. made in the whole the sum of seven hundred and sixty seven pounds, twelve shillings and eleven pence, sterling, and it was further ordered, adjudged and decreed, that the said register should also compute interest on the principal sum of five hundred and fifty pounds, in the said report mentioned as due to B. C. therein named, from the said twentieth day of April, one thousand seven hundred and eighty five, to the said twenty second day of July, one thousand seven hundred and eighty five, which he having accordingly done, the same amounted to the sum of thirteen pounds and six pence, sterling, and which being added to the said sum in the said report mentioned to be due to the said B. C. made in the whole the sum of nine hundred and sixty nine pounds, nine shillings and eleven pence, sterling; and it was further ordered, adjudged and decreed, that the said register should also compute the interest on the principal sum of two hundred pounds, in the said report mentioned as due to P. T. therein named, from the said twentieth

twentieth day of April, one thousand seven hundred and eighty five, to the said twenty second day of July, one thousand seven hundred and eighty five, when he having accordingly done, the same amounted to the sum of three pounds, one shilling and three pence, and which being added to the said sum in the said report mentioned to be then due to the said P. T. made in the whole, the sum of two hundred and thirty four pounds, eleven shillings and four pence, sterling, and it being on the said twenty second day of July, one thousand seven hundred and eighty five, admitted in open court by the counsel, clerk and agent of the defendants M. N. and S. R. the executors of the said W. N. that the sum of five thousand and fourteen pounds, seven shillings and three pence, sterling, only, was due to them for principal and interest on the foot of their several demands, on that day it was further ordered, adjudged and decreed, that the defendants H. D. and L. D. should in three calendar months from the said twenty second day of July, one thousand seven hundred and eighty five, pay unto the defendants M. N. and S. R. the executors of the said W. N. the said sum of five thousand and fourteen pounds, seven shillings and three pence, with interest for the same, from that day until paid, together with their costs, and also should pay unto the complainant within the time aforesaid, the said sum of two thousand four hundred and ninety six pounds, five shillings and nine pence, sterling, with interest for the same, from the said twenty second day of July, one thousand seven hundred and eighty five, until paid, together with his costs, and also should pay unto the said T. S. within the time aforesaid, the said sum of seven hundred and sixty seven pounds, twelve shillings and eleven pence, sterling, with interest for the same, from that day until paid, together with his costs; and also should pay unto the said B. C. within the time aforesaid, the said sum of nine hundred and sixty nine pounds, nine shillings and eleven pence, sterling, with interest for the same, from that day until paid, with his costs; and also should pay unto the said P. T. within the time aforesaid, the said sum of two hundred and thirty four pounds, eleven shillings and four pence, sterling, with interest for the same, from that day until paid, together with his costs; and it was further ordered, adjudged and decreed, that the said several and respective creditors should be paid their said principal, interest and costs, according to the priority of their several and respective demands, at the time aforesaid; and it was further ordered, adjudged and decreed, that upon the said defendants paying
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unto the complainant, the said defendants M. N. and S. R. and the several other creditors in the said report, and herein before named, the said principal, interest and costs, within the time aforesaid, that is to say, within three calendar months from the said twenty second day of July, one thousand seven hundred and eighty five, that thereupon the complainant should discharge the lands and premises in the pleadings mentioned, therefrom, and in default of the said defendants so paying the said principal, interest and costs within the time aforesaid, that they should be and were thereby absolutely barred and for ever foreclosed of and from right and equity of redemption, of, in and to the mortgaged premises in the complainant's bill mentioned, and that the said master should set up the said mortgaged premises, or so much thereof as should be sufficient to pay the said several persons their principal, interest and costs, to be sold by public cant, to the best and highest bidders for the same, and that out of the money arising by such sale, the said master should pay the said several persons their said principal, interest and costs, and if any overplus should remain, the same should be paid to the said defendants, or such person as should appear to be entitled thereto, upon their making out a good and sure title to such person or persons as should be declared the purchaser or purchasers thereof; and it was further ordered, adjudged and decreed, that the complainants and the defendants, and also the other creditors, in the said report and herein before named, should have their costs out of the money arising by the sale of the said lands and premises, and that all proper parties should join the said master in proper deeds of conveyance, to such person or persons as should be the purchaser or purchasers, of the said towns, lands and premises, or any part thereof, and accordingly the complainant might make up and enroll a decree with costs, for performance whereof, the process of this court should from time to time issue, as in such cases are usual, agrees with the records and orders of the court of Chancery, and was examined by me, a clerk for the complainant, A. B. examined P. H. dated this ninth day of November, one thousand seven hundred and eighty five, L. c. We therefore command and strictly enjoin you the said H. D. L. D. J. H. C. K. M. O. S. T. and H. his wife, effectually to perform, fulfil and execute all and every the matters and things specified and contained in the said decree, so far as the same concerns you or any of you, according to the tenor and true meaning thereof, and herein fail not at your peril. Witness, &c.

Condi-

Conditional Decree.

Lord Chancellor.

Between W. L. Widow, Complainant.

The Right Honorable C. Lord Visc. R. The
Right Honourable A. W. his Majesty's At-
torney General. T. W. Esquire. Sir P. M.
and Sir B. J. Defendants.

WHEREAS, on or about the twentieth day of Decem-
ber, one thousand seven hundred and ninety-two,
the complainant exhibited her bill of complaint in the high
court of Chancery of Ireland against the defendants in this
cause, thereby setting forth, that W. S. late of Eaton, in
the county of Buckingham, and kingdom of Great-Britain,
esquire, deceased, being in and before the year one thou-
sand seven hundred and seventy five, seized in fee, or of
the equity of redemption, of the several lands and premises
after mentioned, situate in this kingdom, and complainant
being seized and possessed of a considerable real and freehold
property in the kingdom of Great-Britain, a marriage was
agreed upon between the said W. S. and the complainant,
and previous to the solemnization thereof, a settlement by
indentures of lease and release, was entered into and exe-
cuted, the release bearing date the second day of Novem-
ber, one thousand seven hundred and eighty five, and made
between the said W. S. of the first part, complainant of the
second part, T. W. esquire, and L. H. gentleman, of the
third part, R. J. the younger, and M. P. esquires, of the
fourth part, and B. A. and W. P. gentleman, of the fifth
part, whereby the aforesaid property of the complainant
in Great-Britain, was settled upon the uses and upon the
trusts therein mentioned. And whereby after reciting that
the said W. S. was seized in his demesne as of fee, of and
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in the several towns, lands, hereditaments and premises therein and herein after mentioned, subject to a mortgage for securing four thousand pounds and interest to C. A. esquire, and another mortgage therefore made of the same premises by M. H. esquire, from whom the said W. S. had purchased the said lands, for securing nine hundred pounds and interest to K. W. and another mortgage made of the same premises by M. H. to D. J. gentleman, for securing two hundred pounds and interest to the said W. S. in consideration of the said then intended marriage, and for the other considerations therein mentioned, conveyed to the said T. W. and L. H. their heirs and assigns, **ALL THOSE** the several towns, lands and premises following, that is to say, the towns and lands of, &c. lying on the south east side of the road leading from F.'s holding to the mass-house; the towns and lands of, &c. all situate in the county of Wicklow, with their appurtenances, and also the bogs adjoining the said lands and premises, together with the curraghs belonging thereto, and also the eel weir on the river Slaney, with the float or pontoon for carriage over the said river, with all the benefit or advantage to be had or gotten thereby, and all and every other the towns, lands and hereditaments whatsoever, of him the said W. S. situate in the said county of Wicklow, and which were therefore purchased by the said W. S. from the said M. A. and the reversion or reversions, remainder or remainders, rents, issues, and profits of all and singular the same, to the use of the said W. S. and his heirs, until the said marriage should be solemnized, and from the solemnization thereof, to the use of the said W. S. for life, without impeachment of waste, remainder to the said T. W. and L. H. during the life of the said W. S. upon trust to support the contingent uses therein after limited, and from and after the death of the said W. S. to the use, intent and purpose that complainant and her assigns, (in case she should survive the said W. S.) should from and immediately after his decease, receive for the term of her natural life, out of the said lands and premises, a clear yearly rent-charge of three hundred pounds of lawful money of Great-Britain, payable quarterly on the feast of the annunciation, the nativity of Saint John the Baptist, Saint Michael the Archangel, and the birth of our Lord Christ, in every year, with powers to complainant of distraining and entering, (in case of non-payment of the said rent-charge, after any of the said days of payment) with the costs and expences incurred by reason of such en-

try, and subject to such yearly rent-charge, to the use of the said R. J. and M. P. their executors, administrators, and assigns, for one thousand years, without impeachment of waste, upon the trusts therein expressed, and subject thereto, to the use of the children of the marriage in strict settlement, and in default of issue of the said marriage, to the use of the said W. S. his heirs and assigns, for ever. and the trusts of the said term of one thousand years, limited to the said R. J. and M. P. were thereby declared to be in the first place for the better securing the payment of the said yearly rent-charge of three hundred pounds, and in case the same should be unpaid by the space of two calendar months next after any of the days whereon the same ought to be paid as aforesaid, in trust that the said R. J. and P. M. and the survivor of them, and the executors, administrators, and assigns of such survivor, should and might from time to time, by demise or mortgage of all or any part of the said premises, for all or any part of the said term; or by or out of the rents or profits thereof, or by any other such ways or means as they in their discretion should think fit, raise, levy, and pay to the complainant or her assigns, the aforesaid rent-charge of three hundred pounds, or so much thereof as should from time to time be in arrear, with all such costs, damages and expences as should or might be occasioned by reason of the non-payment thereof, and upon further trust to secure such provisions as are therein mentioned, for the younger children of the said marriage, in case there should happen to be any, as by the said deed of release in the complainant's possession might appear. That shortly after the execution of the said deed of release, the said marriage took effect; but there never was any issue thereof. That the said L. H. was dead, having left the said T. W. his co-trustee, him surviving, and the said R. J. was also dead, and had left the said M. P. his co-trustee, and who had been since created a baronet, him surviving; that the said W. S. died about the eighteenth day of September, one thousand seven hundred and eighty six, without issue, and without leaving any person that could be discovered his heir at law, having first duly made and published his last will and testament in writing, bearing date the twenty eighth day of March, one thousand seven hundred and eighty six, and thereby devised all his estates in the counties of Wicklow, Limerick and Cavan, to the defendant C. lord viscount R. his heirs and assigns for ever, subject to the payment of the said yearly rent-

rent-charge of three hundred pounds to complainant, and of his said will he appointed the said defendant C. lord viscount R. his sole executor. That the said C. lord viscount R. immediately after the death of the said W. S. entered into possession of the said lands and premises, under and by virtue of the said will, and had ever since continued in the possession thereof, and complainant hoped that she should have been paid by the said defendant C. lord viscount R. or at least have been suffered to receive out of the said lands the said yearly rent-charge, provided by the said marriage settlement, as and for her jointure and maintenance, pursuant to the terms of the said settlement, and for that purpose had caused frequent applications to be made to the said defendant C. lord viscount R. to pay her the same as the same became payable. That the said defendant C. lord viscount R. combining with the said other defendants, refused to pay the complainant the said yearly rent-charge, or to suffer her to receive the same out of the said lands, and pretended and gave out that the said several mortgages in the said deed of release recited, to the said K. W. D. J. and C. A. were still subsisting and standing out in the heirs at law, representatives or assignees of the said several persons, and that complainant or her said trustees not having the legal estate in the said lands could not avow any distress, or justify any entry upon the said lands for the payment of her said rent-charge, or make any title to a purchaser or mortgagee of the said term of one thousand years, for securing the payment of any arrears of the said rent-charge, altho' the complainant charged, and the said lord viscount R. well knew, that the said recital in the said deed of release of a mortgage to the said K. W. was a mistake, and that in fact no such mortgage was ever executed of the said lands to him, but that the said nine hundred pounds therein mentioned to be secured to the said K. W. were secured to him by a judgment against the said M. H. which was long since paid off and satisfied, and that the said mortgages in the said deed of release, recited to the said D. J. and C. A. were long since paid off and satisfied, out of the purchase money of the said estates, and by the sale of other estates of the said M. H. for that purpose, and as evidence thereof complainant charged that the said W. S. retained in his hands a considerable part of the purchase money of the said lands, for the purpose of applying the same to the discharge of the said incumbrances, and did actually so apply the same, and did some time in the month of February,

ary, one thousand seven hundred and seventy six, pay to the said C. A. the whole or the greater part of the principal sum then due on the foot of the said mortgage, with all the interest due thereon, and the said C. A. did thereupon by deed of release bearing date on or about the twenty ninth of February, one thousand seven hundred and seventy-six, discharge the said lands from the payment of so much of the said mortgage debt and interest referred to the said deed of release, in the hands of some, or one of the defendants; and the said mortgages notwithstanding they had been so paid, were kept on foot merely to protect the said estates from the claims of the complainant on the said lands, and as evidence thereof, that the said C. lord viscount R. having become indebted in some considerable sum of money unto the said defendant sir B. J. he the said C. lord viscount R. for the purpose of securing the same, did on or about the sixteenth day of January, one thousand seven hundred and eighty eight, execute a mortgage to the said sir B. J. of the said lands, and did procure the said C. A. to join in the said mortgage; and the said sir B. J. alledged, that he had thereby obtained a priority and preference to the complainant's said demands, altho' the complainant charged, that there was not, at the time of executing the said last mentioned mortgage, any thing due to the said C. A. nor was any part of the consideration money of the said last mentioned mortgage paid to the said C. A. and that at the time of executing the said last mentioned mortgage, the said sir B. J. had full notice as well by the will of the said W. S. as otherwise, of the said rent-charge so secured as aforesaid to the complainant; that a sum of five hundred and eighty pounds and upwards, British currency, was due and in arrear to the complainant on the foot of the said yearly rent-charge, to and for the twenty-ninth day of September last, and that in consequence of the said arrear, complainant had been obliged to borrow from time to time, different sums of money at interest, for her support and maintenance, and in the mean time the said defendant C. lord viscount R. refused to pay the complainant the accruing gales of the said yearly rent-charge, as the same became due; and the said sir P. M. refused to act in the said trust for the complainant's benefit, except under the directions of a court of equity; and his majesty's said attorney-general claimed some title to, or interest in the said lands. And the complainant by her said bill prayed that an account might be taken of the sum due to the complainant for principal and interest,

interest, on the foot of the said yearly rent-charge; and that the same might be raised by demise or mortgage of a competent part of the said lands and premises for all or any part of the said term of one thousand years, in the said deed of release mentioned, or by such other ways and means as might appear just and proper, and that all persons having incumbrances upon the said lands prior to the complainant's said incumbrance, if any such there was, might be at liberty to come in before the master to whom such account should be referred, and to ascertain their several demands; and that all proper accounts might be taken under the directions of this court, and if necessary, that one or more sale or sales might be had for the satisfaction of the demands of such prior incumbrance; and that in the mean time a receiver might be appointed to collect and receive the rents and profits of the said lands and premises, and therewith in the first place to keep down and discharge the said yearly rent-charge as the same should become due and payable, according to the provisions in the said deed of release contained, and to apply and dispose of the residue of such rents and profits in such manner as to the court should seem proper; which with prayer of letters missive, subpoena and general relief, was the scope of the said bill, and the said defendant C. lord viscount R. having been duly served with letter missive and subpoena, to appear to and answer the said bill, he accordingly appeared, but neglected to answer the same, whereupon process of contempt to a sequestration issued against him, and the sequestrators in the said sequestration named, returned thereon that the said defendant had not any goods or chattels, lands or tenements in the kingdom of Ireland which they could seize or sequester, and this cause having been set down to be heard on the said sequestration and return, to have the complainant's said bill taken as confessed, this cause came on to be heard this day; whereupon, and upon opening the complainant's bill, reading the said sequestration and return, an attested copy of the said lord R.'s appearance, and the order of the day. It is this day, that is to say, Tuesday the fifteenth day of March, one thousand seven hundred and ninety-six, ordered, adjudged and decreed by the right honorable the lord high chancellor of Ireland, that the complainant's said bill, and all and every the matters and things contained therein be, and the same are hereby taken as confessed against the said defendant C. lord viscount R. and that accordingly it be, and it is hereby referred to one of the masters

ters of this honorable court, to audite and state an account between the complainant and the said defendant C. lord viscount R. of what is due to the complainant upon the foot of the annuity or yearly rent-charge of three hundred pounds, British money, in the complainant's bill mentioned, and also to take an account of the real and personal estates whereof W. S. in the bill named, died seized and possessed, or in any way entitled to, and the nature and value thereof ; into whose hands the same came, and how the same have been applied ; and also take an account of the debts and legacies of the said W. S. and the nature and priority thereof, to whom due, and whether any and which of them have been paid, and by whom, and when, and out of what fund, in which said accounts all parties are to have all just allowances : and the better to enable the said master to state the said accounts, he is to be armed with a commission to examine all such witnesses as shall be produced before him by either party, touching the matters of the said accounts, and also examine the said parties themselves upon personal interrogatories, touching the same, if necessary, and if any matter shall appear difficult to the said master in stating the said accounts, he is to report the same specially, on return of whose report such further order will be made as will be fit, and that all creditors and legatees of the said W. S. and all other persons having incumbrances upon the said lands do come in before the said master and ascertain their several demands ; and that the said master do convene them for that purpose, and accordingly the complainant may make up and enroll a decree against the said defendant lord R. unless upon service of him with this decree, and a subpœna for that purpose, good cause shall be shewn to the contrary, on some certain day in the next Easter term, to be mentioned in such subpœna, but before the said defendant lord R. shall be permitted to shew such cause, he shall purge his contempt, and pay unto the complainant the full costs out of pocket of obtaining this decree.

Readings and Observations on Decrees.



A decree by the court shall be drawn with convenient brevity, reciting only the substance of the proceedings briefly. *Vide Practical Register in Chancery* 127.—So in the *Exchequer*. *Rules and Orders in Exchequer* 12. *Rule* 32.

If it be made by the master of the rolls, or a judge, it shall be signed by them, and afterwards by the chancellor, or keeper. *Vide Practical Register in Chancery* 123, 127.

And before it is presented to them to be signed, it shall be signed by the fix-clerk, to whom it belongs, or his deputy. *Ord. per Cla. Rules and Orders of Chancery* 117. *Vide Practical Register in Chancery* 123.

And the fix-clerks are to keep a public book of all decrees made and signed; and therefore the register, at the beginning of every term, shall give them a list of all the decrees and dismissions signed by the chancellor, in the term or vacation precedent. *Ord. per Cla. Rules and Orders of Chancery* 117.

Every decree shall be drawn, signed and enrolled before the first day after the *Michaelmas* or *Easter* term next ensuing the pronouncing of it. *Ord. per Cla. Rules and Orders of Chancery* 116. *Vide Practical Register in Chancery* 123.

And shall not be afterwards signed and enrolled, without leave of the court. *Ord. per Cla. Rules and Orders of Chancery* 116, 117. *Vide Practical Register in Chancery* 124.

[A caveat may be entered against enrolling a decree without assigning reason, which stops it for a month. *Anon. M.* 1749. 1 *Vezey* 326.]

[The court will vacate the enrollment of a decree, tho' strictly regular, if it is extremely quick, and it appears the other party intended to enter caveat, but came too late by mistaking the place. Thus courts of law set aside judgments, *as on surprise*, tho' strictly regular. *Ibid.*]

[The court never suffers a decree *to Account* to be signed and enrolled, because it would tie up their hands if there should be any defect in the directions. *Staunton v. Oldham*, T. 1742. 2 *Atkyns* 383.]

So

So in the *Exchequer*, a decree of dismissal, shall not be entered after the last day of the next term, without leave of the court, upon motion. *Rules and Orders in Exchequer* 12. *Rule.* 31.

In *Chancery*, it may be enrolled after the death of the defendant. 2 *Ca. Ch.* 227.

So, if a guardian is decreed to pay money, having confessed assets, he shall be bound, tho' the infant dies before the enrollment. 2 *Ca. Ch.* 199.

If the decree concerns land, or a lease, it shall be entered in the docket of the register, within six months; otherwise a purchaser shall not be prejudiced by it. *Vide Practical Register in Chancery* 128.

It ought to recite the facts, which are agreed, or proved; otherwise a bill of review would be prevented. 1 *Ver.* 214.

If a decree be for relief against a judgment in another court, the judgment shall first be read, and then the decree does not vacate the judgment, but corrects the unreasonable part. *Vide Practical Register in Chancery* 127, 8.

[In a second cause between the same parties, the court will not make an inconsistent decree, because it would create confusion; but will direct the cause to stand over, that plaintiff may lay the matter before the court, by bill of review or otherwise. *Shepherd v. Titley, T. 1742. 2 Atkyns* 348.]

[Acquiescence under a decree of dismissal in a former cause may be insisted on, unless it was *without Prejudice* to the present question. *Ibid.*]

[If a bill is brought, and decree made in *Wales*, and an appeal to the lords who affirm, and defendant to avoid execution flies into *England*, an original decree may be had here on a bill stating all the facts. *Semb. Morgan v. — M. 1737. 1 Atkyns* 408.]

[If any matter is reserved at the hearing 'till after the master's report, the court will not determine it on motion, but it must be set down on the equity reserved. *Cooke vers. Gwyn, M. 1748. 3 Atkyns* 689.]

[But it will grant a receiver on motion, notwithstanding such reservation. *Ibid.*]

[If plaintiff is entitled to relief against defendants A and B, and A is decreed to pay plaintiff, the court will give A leave to prosecute the decree against B. *Walker v. Preswic, T. 1755. 2 Vezey* 622.]

[In a suit where the attorney-general, a party, leaves it to the court to make a decree, so as not to prejudice the rights

rights of the crown, the court will decree with a *salvo Jure* to the crown, and also give leave to the parties to resort back, if the execution is by act or right of the crown obstructed. *Penn v. Lord Baltimore, P. 1750. 1 Vezey 444.*

[When a cause comes on after the *Postea* returned, upon the equity reserved the decree is always absolute. *Geale v. Winter, in sc. P. 1719. Bunb. 40.*

If a decree be by the consent of counsel, and no other cause appears for it, it shall be reversed; for consent of counsel is not sufficient ground for a decree. *1 Ver. 274.*

By a privy seal, the chancellor, or keeper may sign and enroll a decree of his predecessor. *1 Ver. 132.*

Who are bound by a Decree.

All parties, and privies are bound by a decree.

So, a purchaser after the decree. *Ca. Cha. 231. 1 Ver.*

459.

So, a purchaser *pendente lite*. *Ca. Cha. 152. 1 Ver. 459.*

460.

So, a decree for foreclosure of a redemption against a tenant in tail binds his issue. *Ca. Ch. 220.*

So it binds the remainder-man, who claims by a voluntary settlement of the tenant in tail, altho' no party to the decree. *Semb. Ca. Ch. 220.*

So, if a person, present at the pronouncing of a decree, pays money to an executor contrary to the decree, tho' he was no party to the suit, nor served with an order for the non-payment, he shall be bound by the decree. *R. 1 Ver.*

57, 123.

So, if four parishioners are named to defend for all, and there is a decree against them; another parishioner, not party or privy to those four defendants, shall be bound by the decree. *Ca. Ch. 272, 282.*

If the lord of a manor is decreed to admit copyholders upon a fine certain; a copyholder, not a party, shall take advantage of the decree. *Hard. 169.*

Who not.

But a purchaser *bonâ fide* before the bill exhibited, not being a party by the bill, nor by order, shall not be bound by the decree. *Vide Practical Register in Chancery 125, 6.*

Nor any one, who does not appear *gratis*, nor was served with process *ad audiendum Judicium*. *Vide Practical Register in Chancery* 125.

Nor any one, who has an interest, and is not a party, or privy. *R. Ca. Ch.* 48.

[Copyholders in fee, or freeholders for life, not parties, are not bound by a decree against the lord of the manor. *Poore v. Clerk*, *H.* 1742. 2 *Atkyns* 515.]

So, if one defendant is in contempt to a sequestration, and a decree is made against other defendants; that does not bind the defendant in contempt but he may afterwards appear, and answer, and have the cause heard. 1 *Ver.* 228.

A decree in Chancery does not bind the right, but only the person. *Ca. Cha.* 301.

Execution of a Decree.

After a decree made, the defendant ought to be served with it, under the seal of the court.

And in the Exchequer, no person shall be in contempt, for not performing an order or decree, until he is served by delivery of a true copy to him, and shewing him the order or decree under the seal of the court. *Rules and Orders in Exchequer* 14. *Rule* 35.

Or, if he cannot be found to be served personally, upon an affidavit thereof by order of court, a writ of execution may be left at his house or last abode, or a copy shall be left with his clerk in court. *Rules and Orders in Exchequer* 14. *Rule* 35.

In Chancery, if the defendant, being served with the decree, does not pay obedience to it, all the process for contempt shall issue against him successively. *Vide Practical Register in Chancery* 174.

[If defendant is in custody on an attachment, sequestration shall not issue till return of attachment, and then if he does not obey it, may issue against his land and goods, tho' his body is in custody. *Martin v. Kerridge*, *H.* 1733. 3. *P. W.* 240.]

[Cattle sequestered may not be sold till the commission returned, and then a *Venditioni exponas* for the cattle, and a new sequestration for the remainder of the debt. *Yarroth v. Seys*, *P.* 1720. *Bunb.* 62.]

[On affidavit of opposition to sequestrators, a writ of assistance shall be granted. *Granflade v. Baker*, *T.* 10. *G. Bunb.* 168.]

[A seques-

[A sequestration must be returned before it shall be discharged on motion on the death of the party. *Anon. in sc. M. 1718. Bunb. 31.*]

[There is no absolute stated fee for a sequestrator, it is discretionary. *Wood v. Freeman, P. 1743. 2 Atkyns 542.*]

And a sequestration may issue of an estate real or personal, tho' the decree be only for a personal duty. *R. Ca. Ch. 92. 242.*

And the sequestration shall be continued against the heir, if the defendant dies under it. *Ca. Ch. 241, 2.*

[If there is a decree for payment of money, but not signed and enrolled, and a sequestration for non-performance, and plaintiff dies, the sequestration abates, and there must be a bill of revivor. *Wharam v. Broughton, M. 1748. 1 Vesey 180.*]

Tho' the heir claims by a voluntary settlement of his father, with power of revocation, made before the suit. *R. Ca. Ch. 242.*

Otherwise if it was without power of revocation, (tho' voluntary.) *R. Ca. Ch. 242.*

If the defendant be taken by the serjeant at arms, or committed, he shall not be discharged, until he performs the decree in all things presently to be performed, and gives security for the performance of the parts to be performed in futuro. *Ord. per Cla. Rules and Orders of Chancery 117. Vide Practical Register in Chancery 175.*—So in the Exchequer. *Rules and Orders in Exchequer 14 Rule 37.*

And the chancellor also may fine him for the contempt, and estreat the fine. *Vide Practical Register in Chancery 175.*

And if he procures himself to be removed into B. R. and then escapes, he may be re-committed. *Ca. Ch. 32.*

If there is a general pardon after commitment, by which all contempts are pardoned, he shall not be discharged. *Dub. Hard. 192.*

If the decree is for land, and the defendant, being imprisoned, will not perform it, the court grants an injunction for the possession. *Vide Practical Register in Chancery 177.*

And upon an affidavit of service, and that it is not obeyed, a commission shall be granted to special justices, and a writ of assistance directed to the sheriff, if necessary, to put the party into possession. *Vide Practical Register in Cha. 177. [Stribley v. Hawkie, M. 1744. 3 Atkyns 275.]*

If a decree is *Quosque*, or temporary, and a bond, or assurance is also decreed for the performance of it, and the assurance

assurance is given absolutely, yet it shall be guided by the decree. *R. Ca. Ch.* 251.

So, a fine acknowledged, or a recovery suffered pursuant to a decree, shall be restrained of operation beyond the intent of the decree. *R. Ca. Ch.* 49.

Re-hearing.

[The decree must be made compleat against the defendant, tho' he has made default, before you can petition for a re-hearing. *Baxter v. Wilson, H.* 1740. 2 *Atkyns* 152.]

[A re-hearing is not permitted, till the decree is drawn up. *Crosby v. Shadforth, H.* 1723. *Bunb.* 142.]

[The court will grant a re-hearing, tho' the parties have entered into an order by consent to abide by the decree, and not to appeal. *Buck v. Fawcett, H.* 1733. 3 *P.W.* 242.]

[A decree, by consent shall not be set aside. *Harrison v. Rumsey, T.* 1752. 2 *Vezey* 488.]

Before the enrollment of a decree, the cause may be allowed to be re-heard, for good cause. *Vide Practical Register in Chancery* 311.

As, if the fact, or proof, upon which the decree is founded, be mistaken. *Ca. Ch.* 54.

So, if there be any omission in the enrollment of the decree. 2 *Vent.* 359.

So, after an enrollment irregularly made, or by surprize. 1 *Ver.* 131, 132.

[If plaintiff continues an infant till near pronouncing the decree, and his solicitor has been grossly negligent, so that the merits have not been heard, the court will discharge the enrollment of decree, (on paying costs of the day) and permit him to apply for re-hearing. *Kemp v. Squire, H.* 1748. 1 *Vezey* 205.]

But generally after an enrollment a re-hearing shall not be allowed; for then the decree is upon record, which ought not to be vacated. 1 *Ver.* 131.

[No re-hearing shall be granted, unless applied for within six months after the decree. *Drake v. Hopkins, M.* 1731. *Bunb.* 309.]

So, by order 12 May 2. *Jac.* 2. No re-hearing shall be granted, if the party does not deposit 5*l.* for costs, if he has no relief. *Rules and Orders of Chancery* 167.

And by the same order, a re-hearing does not stay proceedings upon the original decree without special order. *Rules and Orders of Chancery* 167.

So,

So, by order, 23 Oct. 1 *W. & M.* The court shall be attended two days before the re-hearing, with a copy of the decree, and petition for re-hearing. *Rules and Orders of Chancery* 186.

[A cause originally heard before the chancellor, must be opened on re-hearing as a case. *Anon. T.* 1740. 2 *Atkyns* 50.]

Decree enforced by an original Bill.

A man decreed to do such an act may have an original bill to enforce the doing of it; as, if a mortgagee be decreed to account for profits received before and since his assignment, he shall have a bill to enforce the assignee to account for the time since the assignment. *Ca. Ch.* 3.

So, if a decree be for the king, it may be enforced upon an original bill. *R.* 1 *Rol.* 373. l. 50.

So a decree in an inferior court of equity may be enforced upon a bill here. *R.* 1 *Rol.* 373. l. 30.

So after a decree affirmed in parliament, a bill may be brought for the discovery of a deed embezzled *pendente lite*, in aid of the decree, or for explaining of it. 1 *Ver.* 417.

So, if a decree be for a special purpose, or *Quosque*, an original bill may be brought, to shew the matter satisfied, or the purposes performed. *R. Ca. Ch.* 251.

So, if the decree be for aiding a defective conveyance of land, there may afterwards be an original bill against the heir for the meane profits. *R.* 2 *Ca. Ch.* 134, 72.

Tho' the plaintiff by his first bill had prayed an account of the profits, 2 *Ca. Ch.* 134. But this seems not to have been prayed. 2 *Ca. Ch.* 71, 72.

So an original bill for the execution of a decree, against a purchaser, who claimed under parties to the decree, was allowed upon demurrer. 26 *Car.* 2.—*Ca. Ch.* 231.

So a decree by commissioners of charitable uses was confirmed by original bill. *Ca. Ch.* 193.

[If A. conveys a real estate for a charity, then makes his will and gives 3000*l.* (the exact value of that land) to the same charity, and 250*l.* to the same, and gives the estate to C. wife of B. and to D. as tenants in common; and on a bill brought for settlement and decree, and directions to the master to receive a scheme, and he reports a scheme for laying out the money in purchase of these lands, and the 250*l.* in other lands fit for the school, and report confirmed and decreed that all should be carried into execution

cution, B. and C. acquiescing; C. survives and dies; D. settles his moiety on himself in tail, and dies, leaving an infant son; the court will not enforce the execution of the former orders. *Attorney General v. Day, H. 1748. 1 Vezey 218.*

So, if there be an original bill for the execution of a decree, a *Parol* agreement after the decree cannot be pleaded in bar, but the party ought to enforce his agreement by a new bill, to which the other may give an answer. *R. 2. Ca. Ch. 8.*

So a decree may be revived by *Scire Facias*, after it is signed and enrolled, to be put in execution. *Vide Practical Register in Chancery 351.*

But a *Scire Facias* lies only for a party or privy; and therefore shall not be allowed for a purchaser or assignee; for he wants privy. *1 Ver. 426.*

Yet a defendant cannot plead in English to a subpoena *scire facias*, if he is not privy, but shall apply to the court by motion. *Eq. R. 234.*

[Tho' in general the court only enforces, and does not vary, yet on circumstances it will consider the directions, and whether there was any mistake. *West v. Skip, P. 1749. 1 Vezey 239.*

Or avoided.

[An original bill cannot be brought to affect or alter a decree, unless obtained by fraud; but if the decree is signed and enrolled, it must be by bill of review, if not, by application to bring supplemental bill in nature of a bill of review. *Wortley v. Berkhead, T. 1754. 3 Atkyns 809.*

So a decree, that a mortgage account of profits received before, and since his assignment, was avoided by an original bill, shewing that the assignee had a title paramount to the mortgage. *Ca. Ch. 3.*

So a decree absolute for the enjoyment of land, upon non-payment of money due upon an account was avoided by an original bill, shewing the necessity of the non-payment, by matter subsequent to the decree. *Ca. Ch. 64.*

So a decree obtained by fraud may be avoided by original bill, by a stranger, who may be admitted to falsify the suggestions, upon which the decree was founded. *Ca. Ch. 152.*

So a decree for alimony upon a separation, affirmed upon a bill of review, and by the house of lords upon an appeal, shall

shall be annulled upon an original bill brought by the husband, who tenders co-habitation. *Eq. Ca. 6. Vide Ca. Ch. 250.*

So a decree against an infant may be avoided by original bill, during his infancy, and a re-hearing, or a review, is not necessary; but it is proper to recite the errors of the decree in the bill. *P. W. 737.*

But a decree shall not be explained by an original bill, upon a matter precedent to the decree; as, if a man has a decree upon an agreement to convey a manor, being of 110*l.* per ann. to which a farm of 250*l.* per ann. had fallen in, and then the decree is made for the conveyance of the manor, generally, it shall not be explained by original bill, that it did not extend to the farm. *R. Ca. Ch. 45.*

[If a decree has been made to sell a trust estate for payment of debts before the master to the best purchaser, and afterwards the trustees enter into articles with A. for it, and then scruple to convey, lest it should not be a pursuance of the decree; the court will not compel them, but the sale must be had before the master under the decree, and A. may purchase if he pleases. *Annesley v. Ashhurst, T. 1734. 3 P. W. 282.*]

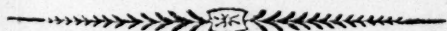
Nor shall there be a bill to discover assets, upon a decree to pay costs out of the assets, &c. till the decree is signed and enrolled. *R. Ch. R. 33, 4.*



REPLICATIONS.

The Replication of A. B. Complainant to the Answer of C. D. Defendant.

THIS repliant, saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto saith, that he will aver and prove his said bill to be true, certain, and sufficient in the law to be answered unto, and that the said answer of the defendant is uncertain, untrue, and insufficient to be replied unto by this repliant, without that, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver and prove as this honorable court shall direct, and humbly prays, as in and by his said bill he hath already prayed.



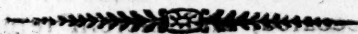
A special replication is always signed by council; and by the modern practice very rarely made use of. The following may serve as a specimen:

The Replication of S. J. Complainant, to the several Answers of H. N. J. B. Esquire, W. N. and R. N. Defendants to the said Complainant's original and amended Bill.

This repliant, saving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said answers, for and by way of replication, saith, that his said original and amended bills of complaint, exhibited into this court against the said defendants, and all and every the matters, &c. therein contained, are true, certain, and sufficient in the law to be answered unto by the said defendants; and that the answers of the said defendants
are

are untrue, uncertain, and insufficient in the law to be replied unto by this repliant; save and except, that this repliant doth admit to be true, as in the said answers, some or one of them, is by the said defendants, some or one of them, alledged, that the mortgage in the said original and amended bill, mentioned to be made by P. J. deceased, to M. and R. N. deceased, and therein respectively named, and bearing date the second day of July, one thousand seven hundred and fifty four, was made and entered into, between them, of and concerning, and comprehended all the said J. P.'s then plantations and meadows in Newfoundland, and in the said original and amended bill, and the said defendant's said answer, respectively mentioned, and that the same plantations and meadows were or are all situate and being in Saint John's Newfoundland, aforesaid, in the said bill also mentioned: and this repliant doth moreover admit it to be true, as in the said answers of the said defendants, some or one of them, is alledged, that on or about the tenth day of November, one thousand seven hundred and seventy five, the said J. P. did settle an account with an agent of or for the said R. N. then deceased, and in the said bill named, or of or for his executors, of and concerning all and every sum and sums of money therefore due and owing from the said J. P. to the said M. and R. N. or either of them, their or either of their executors or administrators, and did by an agreement of that date, in writing under his hand and seal, admit, and this repliant doth now hereby admit and acknowledge, that on the said tenth day of November, one thousand seven hundred and seventy five, there was due and owing from the said J. P. on the said security of all the said plantations and premises, and on the balance of such accounts, the full sum of five hundred and seventy seven pounds, three shillings, in the said answers, or some or one of them, mentioned and claimed as the then balance of such accounts, and payable with interest. Without that, that there is any other matter or thing in the said defendant's said answers contained, material or effectual for this repliant to reply unto, and not herein and hereby well and sufficiently replied unto, confessed and avoided, traversed or denied, is true. All which matters and things (save and except as aforesaid) this repliant is ready to aver and prove as this court shall award, and prays as in and by his said original and amended bill he hath prayed.

Readings and Observations on Replications,



AFTER a full answer made, the defendant in the next term may give a rule for the plaintiff to reply ; and if he does not reply in the said term, his bill shall be dismissed with costs. *Vide Practical Register in Chancery 318.*

The plaintiff upon the dismissal, shall pay full costs. *1. Ver. 334.*

Or, after answer, the plaintiff himself may move to have his own bill dismissed. *Vide Practical Register in Chancery 144.* In the Exchequer it shall be dismissed with 40s. costs, unless the court encreases them. *Vide Rules and Orders in Exchequer 8. Rule 17.*

If no rule be given, or motion made for the dismissal, the plaintiff shall make a replication before the end of the third term inclusive, otherwise his bill will be dismissed with costs. *Vide Practical Register in Chancery 318.*

In the Exchequer, if the plaintiff does not reply the next term after answer, the defendant may give a rule to reply within a week in the subsequent term ; and if he does not then reply, the bill shall be dismissed with five marks costs. *Rules and Orders in Exchequer 8. Rule 20.*

If there be not a week in term, the plaintiff shall have a day, to shew cause, at the setting down of causes. *Rules and Orders in Exchequer 9. Rule 20.*

If the defendant gives a rule, he ought to rejoin gratis, and join in commission ; and if the plaintiff does not take out a commission in the next term, the defendant may take it out *ex parte*, or dismiss the bill with 5l. costs. *Rules and Orders in Exchequer, 9. Rule 20.*

In Chancery the replication shall be general, or special. *Vide Practical Register in Chancery 315.*

Shall be succinct, and not scandalous. *Vide Practical Register in Chancery 316.*

Must maintain the bill, and confess, avoid, deny, or traverse the answer. *Vide Practical Register in Chancery 315.*

Shall not contain matter, which does not tend to avoid the answer. *Vide Practical Register in Chancery 316.*

Nor

Nor proceed to proof, in matters confessed by the answer, but in other things only. *Vide Rules and Orders of Chancery* 100. *Vide Practical Register in Chancery* 316.

[On a general demand for tithes, and a general replication, if plaintiff on the commission gives notice that he will examine only as to such matters, it is as well as if the demand had been abridged in the replication. *Anon. in Sc. H.* 1717. *Bunb.* 22. *Sed Q.*]

[If defendant disclaims generally, plaintiff ought not to reply, if he does, and serves subpoena to rejoin, he shall pay costs. *Williams v. Longfellow, M.* 1747. *3 Atkyns* 582.]

If a special replication be given, the defendant may plead, or demur to it. *1 Ver.* 351.

But if the plea and demurrer are allowed, the plaintiff may afterwards put in a general replication. *Dub. 1 Ver.* 351.

If, after a bill and a special replication, the defendant recovers by a verdict at law, he may plead it in such a manner as to prevent an examination into the matter settled by the trial. *1 Ver.* 351.

The court will not give leave to withdraw replication, unless it be added that plaintiff may thereby be enabled to mend his bill, or some other reason to induce the court: or *Q.* if he consents to pay full costs if his bill is dismissed at the hearing. *Pott v. Reynolds, T.* 1747. *3 Atkyns* 565.



REJOINDER.

The Rejoinder of C. D. and E. F. Defendants, to the Replication of A. B. Complainant.

THE said defendants now and at all times hereafter, saving and reserving to themselves all and all manner of benefit and advantage of exception to the uncertainty and insufficiency of the said replication, they and each of them, saith, that the defendant's said answer is certain, true and sufficient in the law to be replied unto; and they also say, as in and by their said answer they have already said, and do and will aver and maintain, all and every thing and things therein to be true and certain, in such manner and form as they and every of them are therein alledged and expressed.

Or thus.

—The said defendant rejoineth, and saith, in all and every thing as in and by his said answer he hath already said, and doth and will aver, maintain and prove the same, and all and every thing and things, clauses and allegations therein contained, to be true and sufficient in the law to be replied unto, in manner and form as the same are in the said answer already set forth and declared. And this defendant further saith, that the said replication of the said complainant is very uncertain, untrue, and insufficient in the law to be rejoined unto by this defendant, for divers defects and imperfections therein contained, and that the same is so contrived and made, to the end to give some feigned colour to maintain the said bill in this honorable court, to the unjust vexation of this defendant. In that the said complainant, by the ill practices and sinister designs of one R. T. who, as it is said, prosecuteth the said suit for the said complainant against this defendant, did, contrary to equity and good conscience, procure this defendant, an ignorant illiterate man, to become bounden by obligation, in the said replication mentioned, with the condition whereof this defendant is utterly ignorant, the same having never been read to him. Without that, that there is any other matter or thing in the said replication contained, material or effectual in the law to be rejoined unto by this defendant, and not herein and hereby well and sufficiently rejoined unto by this defendant, and not herein and hereby well and sufficiently confessed and avoided, traversed or denied, is true. All and every of which matters this defendant is ready to aver and prove, as this honorable court shall award, and therefore prayeth, as he before in his said answer hath already prayed.

Readings

Readings and Observations on Rejoinder.

AFTER replication the defendant may rejoin gratis, and compel the plaintiff to join in commission. *Vide Practical Register in Chancery* 314.

If he does not do it, the plaintiff may serve him with a subpoena to rejoin.

The plaintiff shall not have a subpoena to rejoin, unless the replication be filed before the return of it; for if the defendant does not find the replication filed, he shall have the ordinary costs. *Ord. per Cla. Rules and Orders of Chancery* 102.

[If plaintiff produces order for subpoena to rejoin, and affidavit that some of the parties are out of the kingdom, the court will not dismiss bill for want of prosecution. *General Order, 7. 1743. 2 Atkyns* 604.]

[If for want of producing such order and affidavit, the bill has been dismissed, yet on producing them afterwards, and paying costs out of purse, the court will retain it; but the order must be dated before the notice to dismiss. *Ibid.*]

After the return of this subpoena, and an affidavit of the service, the plaintiff shall give a rule, that the defendant shall rejoin within seven days; and if he does not, he cannot do it afterwards.

If the defendant does not rejoin, or if he does rejoin, but at the request of the plaintiff's clerk does not give the names of commissioners before the end of the same term, the plaintiff without motion, or petition, shall take out a commission *ex parte*. *Vide Practical Register in Chancery* 314.

By order in the Exchequer, if the defendant makes answer by commission, he ought to rejoin gratis, and join in commission to examine witnesses; otherwise the plaintiff shall take out a commission *ex parte*, within a week after the end of the term. *Rules and Orders in Exchequer* 3, 4. *Rule* 6.

So, where the defendant is not bound to rejoin gratis, if he does not rejoin upon service of a subpoena. *Vide Rules and Orders in Exchequer* 9. *Rule* 21.

The rejoinder shall maintain the answer, and traverse, or confess and avoid the replication. *Vide Practical Register in Chancery* 314.

The plaintiff, if necessary, may surrejoin, and the defendant rebut to it. *Vide Practical Register in Chancery* 314.

AFFIDAVITS.

AFFIDAVITS.

Affidavit that the Plaintiff hath not the Deeds enquired after, to annex to a Bill of Discovery before it be filed.

A. B. the plaintiff in this cause maketh oath, that he this deponent hath not, nor to the best of his knowledge, remembrance or belief, ever had, all or any of the deeds, evidences and writings relating to the estate in question in this cause, and which are mentioned in this deponent's bill exhibited in this honorable court against the said defendant; nor doth this deponent know where the said deeds, evidences and writings, or any of them now are, unless they be in the custody or power of the said defendant.

Affidavit to be made by the Complainant on bringing a Bill of Interpleader.

A. B. the complainant maketh oath, that this bill is not exhibited by the consent, knowledge or collusion of either of the defendants in the bill mentioned, but merely of his own free will for relief in this honorable court.

Affidavit that the Plaintiff had Writings, but hath lost them, proper to be annexed to a Bill.

A. B. the plaintiff maketh oath, that some time since, to wit, on, &c. last, the writings now sued for in this cause, were in his this deponent's custody and possession; but since the said time, he this deponent hath actually lost them: And this deponent further saith, that he doth not know where the said writings are, unless they are in the hands or custody of the said defendants, some or one of them, or else that the said writings, are now or late were in the custody of the said defendant B. C. as he is credibly informed and verily believes.

Affidavit for a Ne exeat Regno.

A. B. of ———, in the county of ———, gent. one of the complainants in this cause, maketh oath that the defendant C. D. is indebted as executrix of her late husband E. D.

E. D. late of ———, deceased, to him this deponent and his copartners I. H. and G. H. in the sum of 145*l.* 14*s.* 10*d.* for goods sold and delivered. And this deponent further saith, that the said C. D. as executrix as aforesaid, is justly and truly indebted unto him this deponent, and the other complainants in the sum of 192*l.* 10*s.* 2*d.* for money paid to and for the use of the said E. D. her late husband, deceased. And this defendant further saith, that the said C. D. is indebted to him this deponent, and the said complainants his copartners, in the sum of 58*l.* 12*s.* 6*d.* for goods sold and delivered, and work and labour done since the death of the said E. D. her late husband, deceased. And this deponent further saith, that the said C. D. has received effects of her said late husband, to the amount of 2000*l.* and upwards, as he this deponent hath been credibly informed, and verily believes. And that it is generally reported, and this deponent believes the same to be true, that the said C. D. hath taken her passage on board a merchant ship, bound for New York in North America, and is going to live and reside in parts beyond the seas, to avoid payment of her own debts, and the debts of her late husband. And that in case the said defendant C. D. goes abroad, beyond the seas, this deponent and his copartners will be in great danger of losing their said debts due from her and her said late husband. And this deponent further saith, that he is advised, the said defendant being executrix of her said late husband, cannot be held to bail at law. And that he and his copartners, the said other complainants are remediless, unless by the process of this honorable court.

The like.

A. B. the said complainant maketh oath, that C. D. the defendant oweth, and now is justly indebted unto him this deponent in the sum, &c. and being thus indebted, the said C. D. hath lately threatened, and given out, that he will speedily leave this kingdom, and go beyond sea, whereby this deponent will either lose his said debt, or the same will be very much endangered, and it will be difficult for this deponent to recover the same.

Affidavit of Waste being committed.

A. B. the complainant maketh oath, that C. D. the defendant in this cause, on, &c. last past, did pull down and destroy part of the house and out-houses, at, &c. to which he this deponent hath lawful title, being seized in fee of
the

the said estate and premises in question, as this deponent is advised and believes, and for which he is now prosecuting the defendant. And that the said C. D. did also fell and cut down several timber trees upon the lands belonging to the same, and continues to commit other waste and spoil in and upon the said estate of this deponent, to his great loss and damage.

Affidavit of Poverty.

A. B. the complainant (or C. D. the defendant) maketh oath, that he is not worth the sum of five pounds in all the world, his just debts being first paid, and his wearing apparel and the matters in question in this cause only excepted.

Affidavit to a Certificate of a Person's being of Age.

A. B. (son or daughter) of A. and C. B. was baptized.
The above is a true copy of the register, of (name the parish) Witnesses my hand, this day of 1796.

P. D. Clerk of the Parish.

D. E. of, &c. maketh oath that the above mentioned extract, signed by P. D. of the parish of aforesaid, is a true copy or extract of the register of the said parish, so far as concerns the baptism of A. B. And that he this deponent did, on the day of examine the said copy or extract, with the said parish register, and that the name P. D. set and subscribed thereto, is of the proper hand-writing of the said P. D. who set and subscribed his name thereto in this deponent's presence. And this deponent further saith, that the person mentioned in the said certificate, is the plaintiff (or defendant) referred to in this affidavit, and in the pleadings of this cause mentioned.

Affidavit of Service of Subpœna to obtain an injunction.

P. L. B. of Glasnevin in the county of Dublin, gentleman, maketh oath, that he this deponent did, on the 13th day of April last, deliver a label of a subpœna, under seal of this honorable court, to Mr. R. R.'s clerk, at his house in Bolton-street in the city of Dublin, who promised this deponent that he would deliver the same to his said master, which said Mr. R. (as this deponent has been credibly informed and verily believes) is the person made use of by the
said

said defendant P. T. in managing his business as a solicitor or attorney at law, and is now actually suing the plaintiff on a note given by him to the said defendant P. T. at common law, in the name of the other defendant E. O. against which the said plaintiff is now seeking relief in this honorable court. And this deponent further saith, that on the same day, he this deponent left the body of the said subpoena under the seal as aforesaid, for the said defendant P. T. at his late dwelling-house, and last place of settled residence, in Capel-street, in the said city of Dublin, (as this deponent hath been also credibly informed) by delivering the same to a woman, who said she then lived in the said house, and acquainted her with the contents thereof, by which said subpoena the said P. T. and E. O. were to appear in this honorable court, at the suit of the said plaintiff, and was returnable immediately.

Affidavit of Service of an Order Nisi, to make same absolute.

A. B. clerk to Mr. L. M. solicitor for the defendant I. K. in this cause, maketh oath, that he this deponent did (the time when) personally serve Mr. P. F. with an order of this honorable court, made in this cause (time when same was made) whereby it is ordered, that a report made in this cause by Mr. N. one of the masters of this court, bearing date the first day of May last, whereby Mr. D. S. on the behalf of the said I. K. is reported the best purchaser of the premises therein mentioned, at the sum of 2000*l.* and all the matters and things therein contained, do stand ratified and confirmed by the order, authority, and decree of this court, to be observed and performed by all parties thereto, according to the tenor and true meaning thereof, unless the parties concerned, who are many in number, and live remote from each other, their respective clerks in court having notice thereof, should, within eight days after such notice, shew unto this court good cause to the contrary, by delivering to the said Mr. P. F. a true copy of the said order, and at the same time shewing him the said order, passed and entered. And this deponent further saith, that he did afterwards on the same day, personally serve Mr. W. with the said order, by delivering to the said Mr. W. a true copy of the said order, and at the same time shewing him the said order. And this deponent further saith, that he did afterwards on the same day, personally serve Mr. L. with the said order, by delivering to the said Mr. L. a true copy of the said order, and at the same time shewing him

the said order; which said Mr. F. Mr. W. Mr. L. are all the clerks in court for the plaintiffs and defendants in this cause, as this deponent is informed and believes. And this deponent further saith that he did on the same day personally serve Mr. M. who by a former report had been reported the best purchaser of the said premises, with the said order, by delivering to the said Mr. M. a true copy thereof, and at the same time shewing him the said original order, passed and entered.

N. B. An order *nisi* requires *personal* service, unless the court substitutes a service upon the clerk in court upon a suggestion that the defendants are many in number, and live remote from each other.

Affidavit of Residence of Defendant to obtain Subpœna returnable immediately.

D. D. clerk to K. K. of &c. maketh oath, that the defendant I. G. liveth in Great Ship-street, within the city of Dublin, in the county of Dublin. And this deponent, this present day, enquired at the said defendant's house, or lodgings in the said street, whether he the said defendant was in town or not; and this deponent was there informed by a person (in livery) at the said defendant's house or lodgings, that he was then within, in his said house or lodgings.

N. B. If the defendant does not live in Dublin or the suburbs thereof, the place where must be stated in the affidavit, and how many miles it is distant from Dublin.

Affidavit of Service of Subpœna from Defendant's own Confession.

S. S. of, &c. the complainant in this cause, maketh oath, that on (the time when) at (the place where) he heard S. T. the defendant in this cause, own and confesses to Mr. T. C. (the person to whom he made such confession) that he the said defendant was served with a writ of subpœna, issuing out of, and under the seal of this honorable court, returnable (the return of writ) at the suit of this deponent.

Affidavit of Service of Subpœna.

A. B. of, &c. maketh oath, and saith, that he did, on the _____ day of _____ deliver to, and leave with, the defendant C. D. a label of a subpœna, which appeared to this deponent to be issued out of, and under the seal of, this honorable court. And this deponent did at the same time
shew

shew to the said defendant C. D. the body of the said subpœna, so under the seal as aforesaid. And this deponent further saith, that he did on the — day of — deliver to and leave with the said defendant E. F. the body of the said subpœna so under seal as aforesaid.

Or else.

A. B. of, &c. maketh oath, and saith, that he did on the — day of — deliver to and leave with (a man, woman) at the house or lodging of the said defendant C. D. in — street, &c. who informed this deponent, that (he, or she) was (the (servant, wife, daughter, son) of the said defendant, the body of the said subpœna so under seal as aforesaid.

Or else, as the Case is.

And this deponent did (on the same day, or on the — day of —) deliver to, and leave with E. F. who informed this deponent (he or she) was the master or mistress of the house where the said defendant G. H. lodged, at (his or her) house in

Or else, as the Case is.

did deliver to, and leave with a person, at the house of E. F. situate at — who informed this deponent (he or she) was (a servant, or son, or daughter) of the said E. F. and that the said defendant G. H. lodged at the said house, the body of the said subpœna so under seal as aforesaid, by which said subpœna the said defendant was commanded to appear in this honorable court, on the — day of — (to hear judgment on the — day of — if it is so) at the suit of the above named plaintiffs, as appeared to this deponent by the label of the said subpœna.

Affidavit to obtain an Order of Court, that Service of Subpœna to hear Judgment on Defendant's Solicitor, shall be good Service.

C. B. of, &c. gentleman, maketh oath, that he this deponent, the 17th day of May instant, went to Mr. G. H. who is solicitor for the defendant in this cause, to enquire where he could find the defendant A. B. in order to serve him with a subpœna to hear judgment in this cause, which this deponent then had in his pocket ready to serve, and the said Mr. P. P. told this deponent that he believed the said A. B. was in Scotland, but immediately afterwards returned for answer, that he knew not where he was. And this deponent the same day went to the Eagle tavern, in
Eustace-

Eustace-street, (which place this deponent was informed was a house where the said A. B. used frequently to come,) and the master of the said tavern told this deponent that he did not know where the said A. B. was, or was to be met with. And this deponent saith, that he, on the same day, went to a public house called —, in the city of Dublin, another place where this deponent was likewise informed the said defendant A. B. used frequently to come; and the master of the house likewise informed this deponent, that he knew not where the said defendant A. B. was, but believed he was very hard to be met with; and a gentleman being then in the public house, told this deponent, that he knew the defendant A. B. very well, and that he was not then in Ireland.

Affidavit of Plaintiff, that he saw another person serve Defendant with a Subpœna at his Suit.

I. S. of &c. the complainant in this cause, maketh oath, that on (the time when subpœna served on defendant) he saw P. S. of, &c. serve the defendant S. T. with a writ of subpœna, issuing out of and under the seal of this honorable court, whereby the said defendant S. T. was required to appear in the said court, on (the return of the writ of subpœna) at the suit of this deponent, and that since the service thereof, the said P. S. is dead, or has absconded, so that he cannot now be found or met with.

Affidavit of seeing a Person serve a Subpœna, when the Person who served it is dead or absconds.

A. B. of — in the county of — maketh oath, that he this deponent was present on the — day of — and did see C. D. of, &c. personally serve E. F. the defendant in this cause, with a subpœna issuing out of and under the seal of this honorable court, by delivering unto the said E. F. the body of the said subpœna, so under seal as aforesaid; by which said subpœna the said E. F. was commanded to appear in this honorable court the — day of — at the suit of the above named plaintiff. And this deponent further saith, that he this deponent hath diligently and strictly enquired after the said C. D. in order that he might prove the service of the said subpœna, but this deponent hath not been able to get any other intelligence of him, but that he is either dead or absconds, so that he cannot be found.

Affidavit

Affidavit that a Defendant absconds to avoid being served with a Subpœna.

A. B. the plaintiff in this cause maketh oath, that on strict search and diligent enquiry at the usual place of residence of the defendant C. D. and elsewhere, he cannot be found to be served with a subpœna issuing out of, and under seal of this honorable court, returnable, &c. at this deponent's suit. And this deponent further saith, that he was informed by Mr. E. F. of ———, which information this deponent verily appears to be true; and he justly suspects, that he the said defendant C. D. is gone beyond sea, or now absconds, on purpose to avoid being served with the aforesaid process; and saith, that the said C. D. hath not entered any appearance in this cause.

Affidavit of serving a Subpœna for a better Answer.

A. B. &c. [as in affidavit of serving a subpœna to answer] by which said subpœna the said defendant C. D. was commanded to appear in this honorable court to put in a better answer to complainant's bill, as appeared to this deponent by the label of the said subpœna.

Affidavit of serving a Subpœna for Costs, and Refusal to pay the Same.

A. B. &c. maketh oath, that this deponent did, on the ——— day of ——— personally serve the said defendant C. D. with a subpœna issuing out of, and under the seal of this honorable court, by delivering to the said C. D. the body of the said subpœna so under seal as aforesaid, by which said subpœna the said C. D. was required to pay unto the said plaintiff, or bearer, the sum of ——— as appeared to this deponent, by the label of the said subpœna; and this deponent did, at the same time, demand of the said C. D. the said sum of ———, but the said C. D. then refused to pay the same, or any part thereof to this deponent, nor hath the said C. D. since paid the same, or any part thereof, either to this deponent, or to the said plaintiff, as this deponent is informed, and verily believes.

Affidavit of the service of a Subpœna to name an Attorney.

The form of this affidavit is the same as that of serving any other subpœna; only inserting at the last, whereby the said defendant was required to appear in this court the ——— day of ———, to name an attorney at the plaintiff's suit.

Note,

Note, It is usual, if upon service of this writ, the defendant do not appear at the return thereof, to proceed by attachment against him, to compel him. When the clerk in court for the defendant dies, pending the suit, the plaintiff serves the defendant with a subpoena to name an attorney. But if the plaintiff's clerk in court dies before the decree, the defendant need not serve the plaintiff with a subpoena; because it is the plaintiff that must keep the cause moving; and the defendant can only give him notice to dismiss, if he does not proceed in three terms. And he is to serve this notice personally upon the plaintiff, which will oblige him to have recourse to a clerk in court; but after a decree, if there be an account before a master, &c. and the plaintiff's clerk dies, then the defendant may serve him with a subpoena to name an attorney.

Affidavit that a Plaintiff cannot be found.

H. K. of, &c. solicitor for the defendant in this cause, maketh oath, that he, this deponent hath lately used his utmost endeavours to find out the said complainant, but after the most diligent enquiry, this deponent cannot hear where he is, though this deponent enquired after him the said complainant at, &c. where this deponent was informed he lived and resided. And this deponent further saith, that he hath applied to Mr. — the said complainant's clerk in court, and to Mr. — the said complainant's solicitor in this cause, to be informed by them, where the said complainant lived or might be found; but they both refused to give this this deponent any information therein.

Affidavit that the Defendant cannot answer without Sight of Goods in the Country.

C. D. the defendant in this cause, maketh oath, that this deponent cannot put in a full and perfect answer to the complainant's bill, without the sight of several goods and things mentioned in the plaintiff's said bill. And this deponent further saith, that the said goods and things are now at — in the county of —, above — miles distant from the place of this deponent's now residence.

Note, If the bill be for a discovery of deeds and writings, then the affidavit must be thus, viz. That the defendant cannot put in a full and perfect answer, &c. without the sight and perusal, &c. [mentioning the deeds, &c.] and which deeds, &c. are at, &c.

Affidavit

Affidavit that a Defendant is sick and unable to answer.

M. K. of, &c. maketh oath, that this deponent hath attended A. D. the defendant in this cause for a week past as his physician, and saith, that during the aforesaid time, the said A. D. hath been, and now is, so ill and disordered in his senses, by means of a violent fever which he now labours under, that he is confined to his bed. And this deponent verily believes that the said A. D. is, by reason of such indisposition, at this time utterly incapable of answering the plaintiff's bill.

Affidavit that Defendant is unable to attend to put in his Answer.

W. L. of, &c. maketh oath, that the said defendant is so much afflicted with rheumatic pains, that he is confined to his bed, and is unable to attend, to put in his answer to the said complainant's bill in this cause.

Affidavit of a Witness being old and infirm, upon a Petition to examine him de bene esse before issue joined.

B. E. the plaintiff in this cause, maketh oath, that J. S. of, &c. gentleman, a very material witness on his behalf in this cause, and without whose evidence, this deponent, (as he is advised, and verily believes) cannot safely proceed to a hearing in this cause, is now in the seventieth year of his age, as he the said J. S. informed this deponent. And this deponent further saith, that the said J. S. appears to be very weak and infirm, and in a declining way, and from his advanced years, in all probability not likely to live long.

Affidavit of Service of a Subpœna to testify.

P. G. of, &c. gentleman, maketh oath, that he this deponent did, on the ——— day of ———, personally serve Mr. C. D. with a subpœna issuing out of, and under seal of this honorable court, by delivering unto the said Mr. C. D. the body of the said subpœna under seal as aforesaid. And this deponent did at the same time give to the said Mr. C. D. one shilling, by which said subpœna the said Mr. C. D. was immediately to appear in this court, to testify for the plaintiff in this cause, as appeared to this deponent by the label of the said subpœna.

An Affidavit of a Defendant, his Clerk in Court, and Solicitor, in order to enlarge Publication, the Commission being returned.

The defendant C. D. of ———, in the county of Down, and E. F. the defendant's solicitor in this cause, and B. G. the

the said defendant's clerk in court in this cause, severally make oath, and say; And first the said defendant C. D. for himself saith, that the depositions taken in this cause, by virtue of a commission issued for that purpose, out of, and under seal of this honorable court, have not been seen, read, or heard read, by this deponent, nor hath this deponent been informed or acquainted with the purport or contents of the said depositions so taken, nor will this deponent, until publication shall be further enlarged and pass by the order of this honorable court, in case such order can be obtained. And the said defendant further saith, that he hath several material witnesses to examine, as he is informed, and believes, (*to wit* .) And the said E. F. and B. G. for themselves severally say, that the said depositions are returned, and now remain in the custody of this deponent B. G. the said defendant's clerk in court, unopened and unpublished, as these deponents severally believe: And further say, that they nor either of them have not seen, read, or heard read, the said depositions, nor been informed of the contents thereof, nor will they these deponents, or either of them, be informed of the contents thereof, until publication shall be further enlarged, and passed by the further order of this honorable court, in case such order can be obtained.

Affidavit of a Clerk in Court, in order to enlarge Publication, the Commission being returned.

L. D. one of the sworn clerks of the fix-clerk's office, the said ———'s clerk in court, maketh oath, that the depositions taken in this cause, by virtue of a ——— commission issued for that purpose out of, and under seal of this honorable court, are returned unto him this deponent, and the same remain unopened, and unpublished; and this deponent saith, that he hath not seen, nor read, nor is he acquainted with the purport or contents of the depositions so taken, nor will this deponent be informed thereof until publication shall pass by the further order of this honorable court, in case such order can be obtained.

Note, The plaintiff or defendant, and his solicitor, must make the like affidavit with the clerk in court, where publication is actually passed and witnesses examined, before any order can be obtained to enlarge publication.

Affidavit

Affidavit of a Solicitor, in order to enlarge Publication, the Commission being returned.

C. D. of, &c. maketh oath, that he hath not seen, heard read, or been informed of the purport or contents of any of the depositions taken in this cause, nor will he, this deponent, see, hear read, or be informed of the purport or contents of the said depositions, until the further order of this honorable court, in case such order can be obtained for the said defendant to examine any witnesses.

Note, This affidavit is used where the clerk in court has made an affidavit as before; but then the plaintiff or defendant, at whose request publication is enlarged, must make the like affidavit; and if all three are in or near Dublin, they usually join in one affidavit.

Note, An affidavit of service of a subpœna to hear judgment, may be in the same form as a subpœna to appear.

Of serving a Notice of Motion.

R. B. of, &c. maketh oath, that he this deponent did, on the — day of —, serve Mr. S. who is or acts as clerk in court for the defendant in this cause, (as this deponent is informed and believes) with a notice in writing in this cause, purporting that the plaintiff intended to move this court, &c. [*here recite the notice*] by delivering to and leaving a copy of the said notice, with the said Mr. S.'s clerk or agent at his seat in the fix-clerk's office.

Of a Mortgagee's attending to receive his Money pursuant to the Master's Report.

J. D. the plaintiff in this cause, maketh oath, and faith, that he, this deponent, in pursuance of the report of K. S. esquire, one of the masters of this honorable court, bearing date — day of —, did personally attend and wait at the chapel of the rolls in —, from before the hour of ten of the clock, until and after the hour of twelve of the clock, (the time and place mentioned in the report) in the forenoon of the said — day of —, in order to receive from the defendant in this cause, the sum of 544^l. 7s. by the said report reported due, and directed to be paid to this deponent for principal, interest and costs, for the — mortgage in question in this cause, when, and where the said defendant (if more than one "the said defendants, or any or either of them,") or any other person or persons, on his, their (any or either of their) account

or accounts, did not, to this deponent's knowledge or belief, attend or pay to this deponent the said sum of 544*l*. 7*s*. or any part thereof; but this deponent saith, that the said sum still remains due, and unsatisfied.

Of serving a Petition.

E. O. of &c. maketh oath, that he this deponent did, on the — day of —, instant, [*if upon the party himself, then you say,* "personally serve the (party) with a true copy, &c."] leave at the seat of Mr. W. of the fix-clerk's office, with his agent there, a true copy of a petition in this cause, in writing, preferred to the right honorable the master of the rolls, on the humble petition of the said defendant, with his honor's answer, or order thereon, bearing date the — instant, whereby it was ordered, that the parties concerned, should attend his honor, on the matter of the said petition, the then next day of petitions, of which notice was forthwith to be given; which said Mr. W. acts as clerk in court, for the plaintiff in this cause, as this deponent is credibly informed, and verily believes. And this deponent further saith, that at the time he so served the said copy, he shewed the said original petition to the said agent.

Of serving an Order on a Clerk in Court.

B. C. of, &c. maketh oath, that he this deponent did on the — day of —, personally serve Mr. D. E. with a true copy of an order made in this cause, bearing date, &c: whereby it was ordered, that, &c. [*here set forth the ordering part*] or to that effect. And this deponent did at the same time, shew unto the said Mr. D. E. the original order duly passed, and entered; which said Mr. D. E. is clerk in court for — in this cause, as this deponent is informed and believes.

Of serving an Order to confirm the Master's Report unless Cause.

M. F. of, &c. maketh oath, that he this deponent, did, on the — day of —, personally serve the defendant D. E. with an order made in this cause, bearing date the — day of —, whereby it was ordered that the report made in this cause, by Mr. L. one of the masters of this court, dated the — day of —, and all the matters and things therein contained, should stand ratified and confirmed by the order, authority and decree of this honorable court, to be observed and performed by all parties thereto, — according to the tenor and true meaning

ing thereof, unless the defendant having notice thereof, should within eight days after such notice shew unto this court, good cause to the contrary, and at the same time shewed the said D. E. the said original order duly passed and entered.

Of serving an Order on two Clerks in Court.

H. B. of, &c. maketh oath, that he, this deponent, did, on the — day of — last, leave at the seat of Mr. L. S. of the six-clerk's office, with his agent there, a true copy of an order in writing in this cause, duly passed and entered, bearing date the — day of the said — where- by it was ordered, that, &c. And this deponent further saith, that he did on the same day also leave at Mr. C. H.'s seat, with his clerk or agent there, another copy of the said order in writing, purporting as aforesaid; which said Mr. L. S. is clerk in court for the, &c. and the said Mr. C. H. for the, &c. as this deponent is credibly informed, and verily believes. And this deponent, at the same time, shewed each of the said respective agents, he so served as aforesaid, the said original order.

Of serving an Injunction.

W. G. of, &c. maketh oath, that he this deponent, did, on the — day of — last, personally serve the defendant in this cause, with a true copy of an injunction in this cause issued out, and under the seal of this honorable court, bearing teste the — day of — instant, [or now last past;] and this deponent did at the same time shew unto the said defendant, the original writ of injunction under seal of this honorable court, whereby the said defendant was enjoined, &c. [here set forth the enjoining part of the injunction, concluding with these words,] or to that effect.

Where the Defendants live in different Counties, to obtain an Order, that Service of an Order to confirm a Master's Report Nisi, on the Clerk in Court, may be good Service.

K. O. of, &c. maketh oath, that the said several defendants live or reside, at a great distance from each other, in several counties in Ireland, to wit, the said P. H. at K. in the county of L. the said R. N. at T. in the county of G. and the said S. B. at O. in the county of S. as this deponent is informed and verily believes.

or accounts, did not, to this deponent's knowledge or belief, attend or pay to this deponent the said sum of 544⁴/₇ 7⁶. or any part thereof; but this deponent saith, that the said sum still remains due, and unsatisfied.

Of serving a Petition.

E. O. of &c. maketh oath, that he this deponent did, on the — day of —, instant, [*if upon the party himself, then you say,* "personally serve the (party) with a true copy, &c."] leave at the seat of Mr. W. of the fix-clerk's office, with his agent there, a true copy of a petition in this cause, in writing, preferred to the right honorable the master of the rolls, on the humble petition of the said defendant, with his honor's answer, or order thereon, bearing date the — instant, whereby it was ordered, that the parties concerned, should attend his honor, on the matter of the said petition, the then next day of petitions, of which notice was forthwith to be given; which said Mr. W. acts as clerk in court, for the plaintiff in this cause, as this deponent is credibly informed, and verily believes. And this deponent further saith, that at the time he so served the said copy, he shewed the said original petition to the said agent.

Of serving an Order on a Clerk in Court.

B. C. of, &c. maketh oath, that he this deponent did on the — day of —, personally serve Mr. D. E. with a true copy of an order made in this cause, bearing date, &c. whereby it was ordered, that, &c. [*here set forth the ordering part*] or to that effect. And this deponent did at the same time, shew unto the said Mr. D. E. the original order duly passed, and entered; which said Mr. D. E. is clerk in court for — in this cause, as this deponent is informed and believes.

Of serving an Order to confirm the Master's Report unless Cause.

M. F. of, &c. maketh oath, that he this deponent, did, on the — day of —, personally serve the defendant D. E. with an order made in this cause, bearing date the — day of —, whereby it was ordered that the report made in this cause, by Mr. L. one of the masters of this court, dated the — day of —, and all the matters and things therein contained, should stand ratified and confirmed by the order, authority and decree of this honorable court, to be observed and performed by all parties thereto, — according to the tenor and true meaning

ing thereof, unless the defendant having notice thereof, should within eight days after such notice shew unto this court, good cause to the contrary, and at the same time shewed the said D. E. the said original order duly passed and entered.

Of serving an Order on two Clerks in Court.

H. B. of, &c. maketh oath, that he, this deponent, did, on the — day of — last, leave at the seat of Mr. L. S. of the six-clerk's office, with his agent there, a true copy of an order in writing in this cause, duly passed and entered, bearing date the — day of the said — where- by it was ordered, that, &c. And this deponent further saith, that he did on the same day also leave at Mr. C. H.'s seat, with his clerk or agent there, another copy of the said order in writing, purporting as aforesaid; which said Mr. L. S. is clerk in court for the, &c. and the said Mr. C. H. for the, &c. as this deponent is credibly informed, and verily believes. And this deponent, at the same time, shewed each of the said respective agents, he so served as aforesaid, the said original order.

Of serving an Injunction.

W. G. of, &c. maketh oath, that he this deponent, did, on the — day of — last, personally serve the defendant in this cause, with a true copy of an injunction in this cause issued out, and under the seal of this honorable court, bearing teste the — day of — instant, [or now last past;] and this deponent did at the same time shew unto the said defendant, the original writ of injunction under seal of this honorable court, whereby the said defendant was enjoined, &c. [here set forth the enjoining part of the injunction, concluding with these words,] or to that effect.

Where the Defendants live in different Counties, to obtain an Order, that Service of an Order to confirm a Master's Report Nisi, on the Clerk in Court, may be good Service.

K. O. of, &c. maketh oath, that the said several defendants live or reside, at a great distance from each other, in several counties in Ireland, to wit, the said P. H. at K. in the county of L. the said R. N. at T. in the county of G. and the said S. B. at O. in the county of S. as this deponent is informed and verily believes.

Of

Of producing all Deeds and Writings before a Master.

C. D. the defendant in this cause, maketh oath, that he, this deponent, or any other person or persons for his use, to his knowledge or belief, or with his privity or consent, have not, nor hath, nor ever had, in his or their custody, or power, any deeds, books of accounts, papers or writings whatsoever, relating to the matters in question in this cause, other than, and except the several deeds, books of account, papers and writings mentioned and contained in the schedule hereunto annexed.

Of serving a Writ of Execution of a Decree, upon a Clerk in Court.

A. B. of, &c. maketh oath, that he, this deponent did, on the ——— day of this instant ——— deliver unto Mr. G. H. the defendant's clerk in court, a true copy of a writ of execution of a decree, bearing teste in Ireland, the ——— day of ———, and at the same time shewed him the said writ of execution, under seal of this honorable court, whereby the defendant was enjoined or directed to, &c.

Affidavit of serving a Writ of Execution of a Decree, &c. upon the Parties.

C. D. of, &c. maketh oath, that upon, &c. last, he this ——— deponent, did personally serve the defendant with a writ of execution of a decree, made in this cause, bearing teste the ——— day of ——— last past, by shewing the said writ under seal of the said court, unto the said defendant, at his house, in, &c. and at the same time delivering unto him a true copy thereof; by which decree and writ, the defendant was ordered to pay, &c. in the said decree and writ mentioned; and at the same time, this deponent shewed unto the said defendant, a letter of attorney, executed by the complainant, under his hand and seal, empowering this deponent to ask and receive of the said defendant, the said sum of, &c. A copy of which said letter of attorney, this deponent then also, left with the said defendant, of whom he did then demand the said sum of, &c. but the defendant did not then pay the same, or any part thereof, to this deponent, or to the plaintiffs, or to any other for his use, to this deponent's knowledge or belief.

Of having discovered new Matter for a Bill of Review.

C. D. the defendant maketh oath, that since the time of pronouncing the decree in this cause, he, this deponent, hath

hath discovered new matter of consequence in the said cause, particularly that the plaintiff on, &c. did, &c. which the deponent could not possibly know, so as to make use thereof in his defence, at the time of pronouncing the said decree.

Of waiting at the Rolls, to receive Money reported due.

I. F. the plaintiff in the above cause, maketh oath, that he did attend at the chapel of the Rolls, in —, within the liberty thereof, and county of Dublin, from the hour of ten of the clock in the forenoon of this seventeenth day of April, till after the hour of twelve of the clock at noon, of the same day, in order to receive the sum of — reported due to this — deponent, by the report of M. E. esquire, made in this cause the seventh day of August last; but this deponent saith, that the said defendants I. L. K. M. and G. N. or any, or either of them, or any person on their, or any or either of their behalfs, did not attend there; or pay, or offer to pay the said sum of —, or any part thereof, to this deponent, neither is the said sum of money, or any part thereof, yet paid to this deponent.

Of Facts for further adjourning Cause.

I. R. one of the solicitors of this honorable court, maketh oath, that he, this deponent, hath made diligent enquiry after the defendant M. N. and particularly of O. P. his solicitor, and D. E. his clerk in court in this cause, where the said H. W. could be heard of or met with, so as to serve the said H. W. with a subpœna, to hear judgment in this cause, but neither the said O. P. or D. E. could or would inform this deponent, where the said H. W. could be found.

Of Defendant being served with Subpœna to hear Judgment, in order to dismiss the Bill with Costs, if the Plaintiff makes Default at the hearing of the Cause.

C. D. the defendant above named, maketh oath and saith, that on — the — day of — he, this deponent was served with a subpœna issuing out of, and under the seal of this honorable court, whereby this deponent was required to appear in this honorable court to hear judgment, the — day of — at the suit of the complainant A. B.

To ground an Application for a Commission to examine Witnesses abroad.

A. B. of, &c. esquire, the plaintiff above named, maketh oath, and saith, that this cause is now at issue, and this deponent

ponent is desirous of proceeding therein. And this deponent further saith, that he hath several material witnesses to examine, who now live and reside in New-York, North America, as this defendant hath been informed and verily believes; and particularly J. K. and K. L. who are subscribing witnesses to certain indentures of lease and release, in the pleadings in this cause mentioned. And this deponent saith, he is advised, he cannot safely proceed to a hearing in this cause, without the testimony of such witnesses.

In support of a Charge left at a Master's Office.

A. F. of, &c. widow and executrix of I. F. late of ——— deceased, maketh oath, and saith, that W. K. late of ——— deceased, in the pleadings of this cause named, was in his life-time, and at the time of his death, justly and truly indebted unto this deponent's said late husband, on bond bearing date the ——— day of ———, 1752, in the penal sum of 800*l.* conditioned for payment of 400*l.* of lawful money, with interest for the same, at the rate of 5*l.* per cent. per annum, which bond is now in the custody of this deponent, and to which for greater certainty as to the dates and contents thereof, this deponent refers. And this deponent doth admit, that the interest which hath accrued or become due upon the said bond, hath been paid, remitted, or otherwise satisfied unto this deponent, up to the ——— day of ——— last, and which was so paid, as this deponent hath been informed and believes, by the order or direction, or on the account of the complainant A. B. executrix of the said W. K. deceased. But this deponent saith, that the whole of the said principal money, or sum of 400*l.* together with the interest thereof, from the said ——— day of ——— last, still remains due and owing from the estate of the said W. K. unto this deponent, as executrix of her said late husband, deceased.

In support of a Charge left at a Master's Office.

C. D. of, &c. the defendant above named, maketh oath and saith, that A. B. the complainant above named, is, and now stands justly and truly indebted to this deponent, in the sum of 385*l.* together with 20*l.* 12*s.* 8*d.* costs of suit, under, and by virtue of a judgment recovered by this deponent against the said complainant, in his majesty's court of Exchequer in Ireland, for the penalty of a bond bearing date the ——— day of ———, 1782, and executed by the said complainant to this deponent, in the penal sum of 700*l.* conditioned

conditioned for payment to this deponent of the sum of 350*l.* on the — day of —. And this deponent saith, that the sum of 405*l.* 12*s.* 8*d.* is now justly due and owing to this deponent, under, and by virtue of the said judgment, so obtained as aforesaid, and for principal, interest and costs of suit.

Of the Office-copy of a Judgment, being a true Copy examined and compared with the Records.

E. K. of, &c. maketh oath and saith, that he, this deponent did, on the — day of — last, carefully examine and compare the paper-writing hereunto annexed, marked A. purporting to be an office-copy of a judgment obtained in the court of Exchequer in Ireland, by the said C.D. the defendant above named, against the Taid A. B. the plaintiff above named. And that the said paper writing, is a true copy of the judgment-roll, in the above mentioned suit now remaining of record, unaltered and unreversed in his majesty's court of Exchequer aforesaid, at the office of pleas, in — county of Dublin.

In support of a Charge made by the Holder of a Promissory Note, of many Years standing, given by a blind Person.

D. E. of, &c. maketh oath, and saith, that he hath been frequently called, to set his hand as a witness to notes, and other writings, to which W. K. the testator, in the pleadings mentioned, on account of the imperfection in his eyes, set his mark. And this deponent saith, that he hath looked upon a paper-writing marked on the back thereof, No. 4. purporting to be a promissory note, from the said W. K. to pay Mr. A. L. or order upon demand, the sum of —, for value received, and dated the 16th day of —. And this deponent saith, the name of this deponent appears to be set as a witness to the said W. K. setting his mark to the said note, and this deponent saith, that the name D. E. so set, and subscribed as a witness, as aforesaid, appears to this deponent to be, and to the best of this deponent's knowledge and belief, is this deponents hand-writing. And this deponent doth verily believe, that the mark set at the foot of the said note, was made by the said W. K. and was set to the said note in this deponent's presence, but this deponent saith, that it being now upwards of twenty years since the said note was given, as appears from the date thereof; and this deponent not having made any particular memorandum, relating to his being present at the time the said note was so signed as aforesaid, this deponent can only make oath to the particulars above stated, to the best of his knowledge and belief.

F I N I S,

Ex. Jy.

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